

**SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND
Southeastern Paper Group.**

**Service Provider: Southeastern Paper Group.
Project Name: Paper Products**

**Address: P.O. Box 6220
Spartanburg, GA 30101**

ITB No.: 24-19

Description: Paper Products

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and Southeastern Paper Group. (hereinafter the "Service Provider") whose physical address is P.O. Box 6220, Spartanburg, GA 30101. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide Paper Products; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide Paper Products; and

WHEREAS, the Service Provider remains agreeable to provide Paper Products and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposals (ITB) No. **24-19 (Exhibit A)**;
- c. The Service Provider's Proposal to the above-numbered ITB, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive originally dated **July 8, 2024 (Exhibit C)**; and
- e. Notice of Award dated **July 9, 2024 (Exhibit D)**.

This Service Agreement together with the aforementioned exhibits collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the ITB attached hereto as **Exhibit "A;"**

- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B,"** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Ms. Carla Smith, Vendor Services Executive Director

Phone: 678-676-0133

Email: Carla_Smith@dekalbschoolsga.org

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Dr. Devon Q. Horton, Superintendent

The Service Provider's contact information is:

Company Name: Southeastern Paper Group.

Address: P.O. Box 6220
Spartanburg, GA 30101

Contact Person: Chad Cannon

Title:

Phone: (404) 606-9313

Email: Chadcannon@mac.com

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified

United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement shall terminate on June 30, 2025.
- 2.2 **Agreement Renewal.** In addition to the base period, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein. Any respective obligations of Service Provider or DCSD hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation, or expiration.
- 2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), it is agreed and understood that the Board of Education of DeKalb County has established a not-to-exceed amount for all Work to be performed under ITB 24-19, which includes an award to multiple vendors. Authorization for specific Work under the ITB to specific vendors who have been awarded work under the ITB shall be at the sole discretion of DCSD. The combined spend for the ITB across all of the awarded vendors shall not exceed the annual spend authorization set by the Board of Education of DeKalb County for the ITB. It is further agreed and understood that no work under this Agreement shall be authorized at such time that the collective spend under the ITB exceeds the total authorized not-to-exceed amount pursuant to the ITB. No work shall commence under this Agreement until the assigned vendor receives express written authorization from DCSD to commence its work to include a statement of estimated costs and date of completion of the subject work.

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal 24-19, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of ITB 24-19, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Services milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Services and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Such modification may only be made once per year and shall only become effective upon the renewal of the Agreement at the start of the subsequent year. Any such proposed price escalation /de-escalation must be presented in writing to DCSD, for approval, with substantiating proof to DCSD a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Services site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider

shall use any tobacco product while at any Services site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. (“ACA”), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9

RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Agreement, and Contract. Services performed by the Service

Provider shall be subject to review and acceptance in stages as required by DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the Services.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to Owner during the course and scope of work for these Services will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by DCSD or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Services shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of seven (7) years after completion of Services provided under this Service Agreement.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 14

CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

ARTICLE 15

SUBCONTRACTORS

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

16.1 The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17

INSURANCE

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability	\$2,000,000 annual aggregate

Including Contractual Liability, Bodily Injury and Property Damage	\$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$3,000,000 per accident
Professional Liability	
Umbrella or Excess Insurance	\$5,000,000 annual aggregate

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
 - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the DCSD.
 - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement. Notwithstanding anything to the contrary in this Agreement, Service Provider shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of DCSD.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of Service Provider's negligent performance under this Agreement.

ARTICLE 21

AGREEMENT ADMINISTRATION

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of

this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 22

PUBLIC RECORDS

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 23

FORCE MAJEURE

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 24

CAPTIONS

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25

ENTIRE SERVICE AGREEMENT

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26

MISCELLANEOUS

26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term "day" shall mean calendar day.

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Services is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

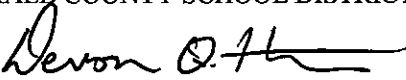
26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to:

Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

By: 
[Signature]

Dr. Devon Q. Horton, Superintendent

1701 Mountain Industrial Blvd


Stone Mountain, Georgia 30083

10-30-24

[Date of Execution]

SERVICE PROVIDER:

SOUTHEASTERN PAPER GROUP.

By: 
[Signature]

Chad Cannon

P.O. Box 6220

Spartanburg, GA 30101

08/19/2024

[Date of Execution]

EXHIBIT "B"

Service Provider's Proposal including pricing
and any applicable Scope of Services
and any applicable Payment and Payment Terms Schedule
attached except those objections or amendments by the
Service Provider that have not been explicitly accepted by DCSD in
Writing In this Service Agreement and Contract shall not be included in
the Contract Documents Or this Service Agreement and shall be given
no weight or consideration

 <p>DeKalb County School District</p>	<p>Vendor Services Department Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083</p>
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Invitation to Bid (ITB) 24-19

School Nutrition Paper Products

Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	03/07/2024		https://dekalbschoolsga.ionwave.net
Mandatory Pre-Proposal Conference	N/A	N/A	Via Microsoft Teams (registration required)
Mandatory Site Visit (if applicable)	N/A	N/A	N/A
IonWave Demo Virtual Session- <i>(Optional)</i>	03/20/2024	12:00 PM	Via Microsoft Teams (registration required)
Deadline to Submit Questions (Q&A)	03/22/2024	12:00 PM	solicitationquestions@dekalbschoolsga.org
Q&A Deadline Responses	03/29/2024	4:30 PM	https://dekalbschoolsga.ionwave.net
Submission Deadline	04/09/2024	2:00 PM	https://dekalbschoolsga.ionwave.net
Virtual Public Acknowledgement	04/09/2024	3:00 PM	Via Microsoft Teams (Registration required)
Vendor's Sample Material	04/09/2024	2:00 PM	In-person/Mail Delivery Sam A. Moss Service Center: School Nutrition 1780 Montreal Road, Tucker , GA 30084

SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>

DeKalb County School District Solicitation Contact Person:

Carla L. Smith, Vendor Services Executive Director

(678) 676- 0120 and/or email at solicitationquestions@dekalbschoolsga.org



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

INVITATION TO BID
ITB 24-19
School Nutrition Paper Products

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DeKalb County School District ("DCSD") extends this offer to submit a proposal for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

Format and Submission of Invitation to Bid

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

The format requirements for ITB responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror's proposal, and facilitate an efficient and comprehensive evaluation of all responses. Responses must comply with the specifications and detailed instructions stated in this ITB document, be signed by the certifying company official, and be presented to the DCSD Vendor Services-Procurement Department according to the detailed instructions stated in this document.

- ITB responses must be submitted electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>.
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this ITB document. Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all the required information may be disqualified.

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Time is of the essence. Specify your earliest _____ and latest _____ service commencement dates after receipt of award letter.

Approval by the DeKalb County Board of Education

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

Funding Provisions

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

Fiscal Year Funding Implications

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.

This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

Compliance with Specifications

Bidder must indicate below whether or not this bid is in complete compliance with the stated specifications. If there are any deviations from the specifications, the bidder must indicate in writing what the deviations are and must submit with the bid a complete descriptive literature on the actual items bid. Attach and label additional sheets if necessary.

- Bid is in complete compliance with bid specifications.
- Bid deviates from stated specifications as follows:

Cancellation

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the ITB requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

Payment to Successful Vendor(s)

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at:

<https://www.dekalbschoolsga.org/purchasing/>

Rights Reserved

Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. DCSD reserves the right to accept or reject any and/or all parts of any bid response(s) submitted, to accept the entire bid from a single bidder, to accept portions of bids from multiple bidders, and/or to reject all bids submitted. This right is reserved to award items on this bid by any logical group combination or by individual item, whichever is in the best interest of DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received. The decision of DCSD shall be final.

Taxes

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

Merchantability and Quality

Bidder warrants that the goods will be of merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in bidder's catalogs, product brochures and other representations, depictions or models of the goods.

Specify your warranty/guarantee beyond that stated above in definite terms. Add additional literature/sheets if necessary. Provide a clear description of warranty/guaranty service offered, duration of service, and all stipulations (i.e., service provided on-site, call tag return required, vendor on-site pick-up, parts and labor included parts only, number of years from purchase date warranty is valid, etc.):

F.O.B. Destination

All prices are to be F.O.B. Destination with freight prepaid by the bidder. Bid prices must include all charges for delivery and unloading as directed by the building authorities.

Estimated Quantities

The quantities shown in this ITB document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

Exclusions of Trade Usages

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code ("UCC") as adopted by the State of Georgia shall have the same definition set forth in the UCC on the date of this agreement.

Conditional Bids

Provisions within Bids that are conditional (e.g., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will be invalid and shall not be enforceable. Provisions within Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be invalid and the original instructions, conditions, or specifications within this ITB shall control. If any terms and conditions of the Bids contradict or come into conflict with the terms and conditions of this ITB then the terms and conditions of this ITB shall control unless such provision is specifically accepted by DCSD in writing.

Bidder Failure

In the event that a product, property, or service to be furnished by the successful bidder should for any reason fail to conform to the specifications contained herein, DCSD reserves the right to reject the product, property, or service and may terminate the contract for default.

Failure of the successful bidder to perform on delivery of goods or services as specified may also result in the removal of that bidder from doing business with DCSD for a period of not less than one (1) year.

Georgia Open Records Act

All proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

No Assignment of Award

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

The Laws of the State of Georgia

This ITB and subsequent agreement are subject to the laws of the State of Georgia.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Terms

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD IONWAVE WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:

<https://dekalbschoolsga.ionwave.net/Login.aspx>

PART 1 BACKGROUND AND INFORMATION

A. Objectives

The DeKalb County School District (DCSD) is seeking qualified bidders with professional qualifications, technical competence, and specialized experience to provide **Paper Products** as outlined in the scope of work in Part III of this ITB.

Awarded bidder shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide Paper Products, in accordance with the requirements of this ITB. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

B. General Information

DCSD is a metropolitan Atlanta Public School System organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

C. Procurement Process

The procurement will be on a formally advertised basis. Bidders must be responsive to all aspects of this ITB.

D. Addenda

It is the responsibility of bidders to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of bidders to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the bidder, and included in the bidder's ITB submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschoolsga.ionwave.net/Login.aspx>

E. Bidder Contact Person

The assigned contact person for bidders is Carla L. Smith, Vendor Services Executive Director. Ms. Smith can be reached at (678) 676-0120 or by email to solicitationquestions@dekalbschoolsga.org.

F. Prohibited Contact(s)

Except with the consent of the bidder contact person, all bidders, including any persons affiliated with or in any way related to the bidder, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this ITB, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person.

Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

Board Member Communication with Prospective Vendors

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

G. Virtual Session

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave.

The virtual session will be held through Microsoft Teams on **Wednesday, March 20, 2024, at 11:00 AM EST.**

Those who would like to attend the virtual session, must register no later than **Tuesday, March 19, 2024, by 4:00 PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org.

Please enter "**Virtual Session – ITB 24-19 Paper Products**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Wednesday, March 20, 2024, by 10:00 AM EST**. (*Attendance is not mandatory.*)

H. Mandatory Virtual Pre-Proposal Conference

This solicitation does not require a mandatory virtual pre-proposal conference.

I. Bid Submission Deadline

Submittals responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

All potential bidders must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Proposals in response to this ITB must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00PM, Tuesday, April 09, 2024**. Bids received after the stated deadline will not be considered.

J. Virtual Public Acknowledgement

The public acknowledgement will be held virtually through **Microsoft Teams on Tuesday, April 09, 2024, at 3:00PM EST**. Those who would like to attend the acknowledgement, please register no later than **Monday, April 08, 2024, by 4:00PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org.

Please enter "**Public Acknowledgement -ITB 24-19 Paper Products**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, April 09, 2024, by 11:00 AM EST**.

PART II GENERAL REQUIREMENTS

A. Bidder Performance

The successful bidder is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this Invitation to Bid. Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the bidder to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the bidder and his/her identified personnel to coordinate and deliver the services described in this Invitation to Bid. The services shall not be delegated to sub-bidders or assigned to any third party.

B. Bidder Internal Coordination

DCSD will look to the bidder as having "one corporate face" and will expect the bidder to coordinate, bid and deliver those products and services best able to meet the identified needs of DCSD without DCSD's involvement in subcontractor arrangements. The terms and provisions in this bid and any subsequent contract shall bind the bidder. Nothing contained herein shall create any contractual relationship between any subcontractor and DCSD. The primary bidder will be responsible for the supervision and conduct of any subcontractors assigned to this project. Purchase order(s) will be issued to the successful bidder only.

C. News Release

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

D. Non-Discrimination

DCSD does not discriminate based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

E. Drug-Free Workplace

By submission of a response to this ITB, the bidder certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

F. Smoke-Free Workplace

By submission of a response to this ITB, the bidder certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

G. Costs Incurred

DCSD is not liable for any costs incurred by an bidder in preparing and/or submitting a response to this ITB or for any interview if requested. Any and all costs incurred by the bidder in preparing and/or submitting a response to this ITB and interviewing with DCSD (if requested) shall be the sole responsibility of the bidder and shall not be reimbursed by DCSD.

There is no guarantee of any bidder receiving an award as a result of submitting a response to this ITB.

H. **Rebates And Special Promotions**

The successful vendors(s) shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract to DCSD. It shall be the responsibility of the vendor to notify DCSD of such rebates and/or special promotions during the contract period. The vendor(s) shall offer special promotions provided that the new price charged is for the item(s) is/are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

I. **Insurance**

Certificate of Insurance and/or ACORD Form is required with solicitation submittal and required upon award.

Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this **ITB** will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this **ITB**) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

(2) Offeror is required to maintain the following insurance coverage during the term of this agreement:

(a) Workers Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.

(b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.

(c) Automobile Liability Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis (excepting (e) above)

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this ITB) for losses arising out of this agreement.

(iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

(i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

- (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.
- (iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).
- (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this ITB) for losses arising out of this agreement.
- (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
- (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this ITB).

(h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

J. Indemnification

- 1) The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this ITB), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
- 2) The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

K. Illegal Immigration Reform and Enforcement Act of

Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e., public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Bidders must complete and/or have their subcontractors complete the following forms:

- 1) Immigration and Security Certification
- 2) Offeror E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only); and
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

L. Price Provisions

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful bidder will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about July 2024. The initial contract duration shall be through June 30, 2025.** The contract may contain **four (4) years extension options** contingent upon DCSD's offer of such extension, the successful bidder's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. Only one (1) price change will be allowed during any 12-month period and shall be effective **at the renewal/extension anniversary**, commencing with **July 1, 2025** (the extension/renewal date) on any individual product or service included in this bid.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the bidder. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the bidder to deliver equipment or perform services in the time specified or in the manner required.

M. Permits and Applicable Laws

By submitting a bid, bidder acknowledges its acceptance of the ITB specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted bid.

If a bidder takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the bidder's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the ITB.

Bidders shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Bidders shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Bidders shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

N. Infringement

Bidder shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the bidder's response to this ITB or services performed upon contract award. Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon services for any reason.

O. Ownership Rights

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by bidders to this ITB.

P. Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this ITB. Further, bidders guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Q. Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the **DCSD Vendor Services- Procurement Department** which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this ITB is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

R. Financial Stability

Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".

1. Bidders shall provide a copy of their company's audited financial statements for the previous two (2) years – 2021 and 2022.
2. Indicate here if your company is publicly traded or not publicly traded:
My company is publicly traded. _____/
My company is not publicly traded. _____/
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2021 and 2022.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

S. No Obligation/No Order(s) Guaranteed/Cost to Bid

The contract will be awarded to the lowest responsive and responsible bidder meeting the specifications within this Invitation to Bid if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. The acquisition of any program, product, or element by bidders to satisfy any requirements of this Invitation to Bid is the sole responsibility of bidders. There is no guarantee that any bidder will receive an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the bidder in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the bidder. Expenses incurred by the bidder will not be reimbursed by DCSD or become a reason for placing an order with the bidder.

T. Confidentiality and Non-Disclosure

Information made available to bidders by DCSD shall be used only for purposes related to responding to this ITB and shall not be used for any other purpose without the express written permission of DCSD.

Bidders to this ITB unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and human resource file contents.

U. Business License

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE".

Bidders shall submit with their bid, a copy of their valid company business license. If the bidder is a Georgia corporation, bidder shall submit a valid county or city business license. If the bidder is not a Georgia corporation, bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If bidder holds a professional certification which is licensed by the state of Georgia, bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the bidder for the duration of the contract.

V. Protest Process

This section describes the mandatory administrative procedure whereby Bidders submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:
 - a) appropriate identification of the solicitation;
 - b) a statement of reasons for the protest;
 - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
3. **Form of Protest.** At a minimum, the written protest must include the following:
 - a) the name and address of the protestor;
 - b) appropriate identification of the solicitation;
 - c) a statement of reasons for the protest;
 - d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Bidder.
4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Bidder, and is received by the Vendor Services. The protest may be sent by any of the following means:

MAIL: Attention: Carla Smith, Executive Director
 DeKalb County School District
 Vendor Services
 1701 Mountain Industrial Boulevard
 Stone Mountain, Georgia 30083
Email: solicitationquestions@dekalbschoolsga.org

The Bidder must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. Stay of procurement during protest review.

When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the **Vendor Services Department** makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. Protest Resolution.

The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

7. Costs

In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

PART III SCOPE OF WORK

A. Purpose/Project Overview

DCSD is seeking qualified bidders with professional qualifications, technical competence and specialized experience to provide **Paper Products at DCSD facilities**, in accordance with the scope of work of this ITB. Our goal is to provide efficient service and quality performance while reducing costs.

Awarded bidder shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary and in accordance with the requirements of this ITB. There shall be no add-on charges of any kind.

DCSD, at its discretion, determines the process whereby bids are awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD reserves the right to add or remove DCSD facilities (schools, centers and portable classrooms) as needed.

B. Project Scope of Work

Each Contractor shall provide all supervision, coordination, vehicles, labor, staff, drivers, materials, supplies, tools, steel deck dollies, stand mule carts, hydraulic jacks, fork lifts, handling equipment, roll off containers, insurance, permits, licenses, registrations and fees, loading, transport, unloading, placing, packing, moving, assembly, set-up and placement of furniture, machinery, equipment tools, materials or supplies, incidentals, gratuities, and all things and services necessary to provide DCSD Paper Products. All costs associated with meeting the requirements of this ITB shall be the sole responsibility of the Contractor. The Contractor(s) will provide an individual who will manage all communications, scheduling, and coordination. The coordinator will review the existing District location to evaluate the scope of the move.

This is an Invitation to Bid for specified for Paper Products.

DEFINITIONS, SCOPE OF SERVICES and SPECIFICATIONS, STANDARD TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS

PAPER PRODUCTS

Definitions

Addendum: A change, addition, alteration, correction or revision to a bid or contract document.

Bidder: A firm, individual, or corporation submitting a bid in response to this IFB.

Bid Unit: The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage, and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

Contract Documents: Consist of the Agreement between the School Nutrition Program and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

Damaged Item: Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

Dry Food Product: A dry product that does NOT require freezing or refrigeration.

Invitation for Bid (IFB): A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost, and the expectation is that competitive bids will be received, and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price and meets the specifications of the bid. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised, and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

NSLP: National School Lunch Program

Pack size: With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

Purchase Unit: The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold.

This shall also mean packaging being referred to when the term "case price" is applicable.

SBP: School Breakfast Program

SFA: School Food Authority (DeKalb County School District)

Solicitation: A document used by the School Nutrition Program to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

Vendor: The provider of the goods and/or services under the Contract.

Scope of Services

1. GENERAL INFORMATION

The following instructions and conditions are in addition to and are a part of the instructions and conditions that appear on the DeKalb County Board of Education "Terms and Conditions" form and shall govern the selection of School Nutrition Paper Products furnished and delivered to the DeKalb County Schools.

2. SPECIFICATIONS

All product specifications are listed on the BID FORM.

3. PAPER PRODUCTS SAMPLES

Product samples are required for this bid and must be furnished free of expense to DeKalb County School District. **Do not place sealed bids in sample packages.** Refer to the sealed bid label and submission instructions found in this solicitation document. **Do not send samples to the Purchasing Department.**

Samples must be **delivered directly** to the user/requesting department as follows:

Attention to: **Teresa Adams**

Department Name: Sam A. Moss Service Center: School Nutrition

Address: 1780 Montreal Road, Tucker, GA 30084

Samples must be received by: **Tuesday, April 09, 2024..... by 2:00PM EST.**

See BID FORM as the required samples have been identified on the form.

See the Sealed Sample Identification Label posted to the website for printable labels.

Vendors may be required to submit additional samples for the evaluation of products. Vendors will be notified by the School Nutrition Department if additional samples are needed.

4. METHOD OF AWARD

Prices must be quoted on all items listed. The award will be made to one bidder with the lowest responsible prices. All bids will be awarded in the best interest of DCSD. The successful bidder will be awarded the contract to furnish all School Nutrition paper products requirements requested on this bid, to the DeKalb County Schools. The decision of the DCSD shall be final.

5. PRICING

Prices are to be quoted by the "unit," listed on the Bid Document, extended, and totaled. Bidders must complete the "HOW PACKED" column to verify the pack of the product being bid. Any deviation in pack must be noted.

6. QUANTITIES

The estimated quantities of items specified herein are based upon the best information obtainable and represent the estimated and not the actual amounts, which may be required during the contract period. The fact that specific quantities cannot be determined will not relieve the DCSD of its obligation to order from the successful bidder all the School Nutrition paper products which, in the judgment of the Director of School Nutrition, may be needed and shall not in any case relieve the successful bidder of his obligation to fill all orders for School Nutrition paper products which may be required during the contract period.

Estimated quantities which are not ordered prior to expiration of the period specified or termination of the contract shall stand automatically canceled.

7. REPORTS

Vendors shall be required to submit a monthly product velocity report to the School Nutrition Central Office at the end of each month and a yearly report at the end of each fiscal year. The report shall include the total quantity delivered per item in bid units by school.

8. PRICE AUDIT

The DCSD reserves the right to audit the successful bidder's invoices from their suppliers and shippers to verify prices charged. Cancellation of the contract could occur if discrepancies are found.

9. ORDERS

Orders will be sent to the vendor via email attachment (PDF file), by Thursday noon, each week for the following weeks delivery.

"Emergency" orders will be phoned to the successful bidder by the School Nutrition Department as needed.

10. DELIVERY

Deliveries are to be made between the hours of 7:00 a.m. and 2:30 p.m.

Delivery locations may be added or deleted as needed pursuant to school openings and closings.

Deliveries are to be made on Monday thru Friday of the week following receipt of order. Any deviation should be noted in Bid response.

The successful vendor shall set up a regular time schedule of deliveries so the cafeteria manager may know when to expect delivery. A copy of this schedule must be submitted to the School Nutrition Executive Director as soon as possible after award is made.

No item is to be delivered in less than case lots except when specified on bid list.

Deliveries will be required at approximately 123 schools. Delivery locations may be added or deleted as needed pursuant to school openings and closings.

DCSD reserves the right to add or delete delivery locations as needed with the opening or closing of DCSD facilities. The following are DCSD significant dates and school closings for the 2024-2025 school year, in addition, reference our website for DCSD's calendar via <https://www.dekalbschoolsga.org/> :

First Day of School
Labor Day
Fall Break
Columbus/Indigenous Day
Thanksgiving Holiday
Winter Holiday
Dr. Martin Luther King, Jr. Day
President's Day
Spring Break
Last Day of School

11. EMPLOYEE IDENTIFICATION REQUIREMENTS

Awarded offeror shall provide each employee with identification with both the name of the awarded offeror and the employee's name. This identification must be visibly worn on the outer garment of the employee at all times when on DCSD premises.

Awarded offeror's employees shall pass a background check. Awarded offeror is responsible for costs related to employee background checks.

12. INSPECTION

The DCSD reserves the right to have a representative inspect the successful bidder's establishment at any time before the award is made and during the contract period. Facilities and operating practices must be continuously in compliance with the United States Food, Drug, and Cosmetic Act and state and local laws and regulations.

13. DEFAULT

If at any time the vendor makes a shipment that is not in accordance with the instructions, conditions, and specifications set forth by the DCSD, without the consent of said DCSD, such delivery will constitute grounds for the cancellation of the contract and/or removal of this vendor from the DCSD vendor list for a period of not less than one year. If size is not available for an item, we must be given a weight variance for that item.

14. FOOD SAFETY

All potential manufacturers and distributors represented in the bid quotation must have in place a HACCP plan on file...have warehouses, trucks, equipment and grounds on maintenance programs to insure a safe environment for products bid. Bidders must meet all federal, state and local health codes including HACCP guidelines.

Proof of HACCP Compliance must be submitted with bid package.

15. FACILITIES AND TRANSPORTATION OF PRODUCT

- a. All delivery trucks must be clean, sanitary, and free from dirt and debris. The cafeteria manager or designee may refuse a delivery if the truck is not clean and sanitary.
- b. All products bid must be stored and delivered under a HACCP (Hazard Analysis and Critical Control Points) program. The HACCP Program Questionnaire shall be included with the bid response.

16. PRODUCT RECALLS

Any product recall should be reported to the school nutrition department immediately. Product will be held in the schools for pickup and credit from vendor.

17. BILLING

At the time of delivery to the schools, one copy of the vendor's numbered invoice shall be left with the cafeteria manager. The copy left with the cafeteria manager cannot be changed. The vendor shall post his records to agree with the invoice left with the cafeteria manager.

In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the cafeteria manager.

1. The credit or debit shall show the original invoice number, date, and error being corrected on the face of said credit or debit.
2. One copy of the credit or debit shall be sent directly to School Nutrition Department. Monthly statements showing invoices numbers and amounts shall be submitted for each school to the School Nutrition Department, 1780 Montreal Road, Tucker, Georgia 30084. Payments will be made by the DeKalb County Board of Education.

18. ATTACH A SAMPLE COPY OF YOUR INVOICE TO YOUR BID.

Monthly statements showing invoice numbers and amounts shall be submitted for each school to the School Nutrition Department, 1780 Montreal Road, Tucker, GA 30084.

Payment will be made by the DeKalb County Board of Education within thirty (30) days of invoice date and approval to pay received from the School Nutrition Department except when the district is closed for the holidays.

19. TRANSITION PLAN Transition on Commencement of Contract

The awarded vendor shall assume full services in accordance with the award of the bid. The awarded vendor shall coordinate and cooperate with DCSD's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

Transition and Continuity of Service upon Expiration of Contract

- Continuity of services is necessary to DCSD. The awarded vendor agrees to this philosophy and upon expiration of contract, agrees to:
 - Exercise best efforts and cooperation for an orderly and efficient transition to another vendor for providing Paper Products to DCSD.
 - Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing vendor shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency. All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys and materials) shall be returned to DCSD upon expiration of contract.
 - Vendor shall include in their response any DCSD or any subsequent contractor requirements, if vendor is awarded this contract and does not retain this contract upon its expiration.

20. BID FORM

Bidders must complete the BID FORM. *Attachment C-1 Cost Sheet*

Standard Terms and Conditions

This contract between the DeKalb County School District and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over \$100k)

Per 2 CFR 200 Appendix II Section I: A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete *Attachment E. Byrd Anti-Lobbying Amendment* (31 U.S.C. 1352): Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **See Attachment A- Lobbying Certificate**

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Vendor certifies that the Vendor and/or any of its sub vendors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Vendor will immediately notify the School Food Authority if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. **See Attachment B – Debarment and Suspension Certification**

By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

III. BUY AMERICAN STATEMENT (Food only) (7 CFR Part 210.21(d))

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act: 7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Buy American:

- (1) Definition of domestic commodity or product. The term 'domestic commodity or product' means:
 - (i) An agricultural commodity that is produced in the United States; and
 - (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of 10 days in advance of delivery. The request must include:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.

By signing this document, the vendor certifies that all domestically identified products listed within the response to the attached specifications were processed in the U.S. and contain over 51% of their agricultural food components, by weight or volume, from the U.S. Any response listing a non-domestic product will include a valid resource to verify that the non-domestic good is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality within the U.S.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

- (a) **Immediate Termination.** This contract will terminate immediately and absolutely if the DeKalb County School District determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the DeKalb County School District's sole discretion and shall be conclusive. Further, the DeKalb County School District may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The DeKalb County School District determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Vendor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Vendor furnished any statement, representation, or certification in connection with the contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.

(b) Termination for Cause. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Vendor in default of its obligation under the Contract:

- (i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
- (ii) The DeKalb County School District determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Vendor fails to make substantial and timely progress toward performance of the Contract;
- (iii) The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Vendor has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or
- (vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.

(c) Notice of Default. If there is a default event caused by the Vendor; the SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor, and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

(d) Termination upon Notice. Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination.

(e) Termination Due to Change in Law. The SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:

- (i) The SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the SFA; and/or
- (ii) The SFA's duties are substantially modified.

(f) Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination.

The SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(g) The Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the SFA, the Vendor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the SFA may require;
- (ii) Immediately cease using and return to the SFA, any personal property or materials, whether tangible or intangible, provided by the SFA to the Vendor;
- (iii) Comply with the SFA's instructions for the timely transfer of any active files and work product by the Vendor under the Contract;
- (iv) Cooperate in good faith with the SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
- (v) Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Vendor.

V. HUB (Historically Underutilized Business) STATEMENT

It is the intent of the DeKalb County School District Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, sealed bids, proposals, or noncompetitive procurement (2 CFR 200.321). Positive efforts include:

- i. Placing qualified small and minority businesses, women's business enterprises and labor surplus firms on solicitation lists;
- ii. Assuring that small and minority businesses, women's business enterprises and labor surplus firms are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus firms;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus firms;

- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime vendor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

(Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$150k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IX. RECORD RETENTION AND ACCESS CLAUSE

The Vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the DeKalb County School District Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFA Board of Education reserves the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

X. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect." **See Attachment I- Non-Collusion Statement**

XI. CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the DeKalb County School District Board of Education shall participate in selection or in award or administration of a contract supported by the School Nutrition Program funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, office, or agent;
- Any member of his/her immediate family;
- His or her partner; and
- An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the DeKalb County School District School Nutrition Department and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department.

The DeKalb County School District School Nutrition Department will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

XII. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

XIII. EXCEPTIONS TO TERMS AND CONDITIONS

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

XIV. VELOCITY REPORT (where applicable)

Vendor shall supply a velocity report to the School Nutrition Department upon request. It must include Year to Date totals of individual items purchased.

XV. VENDOR AFFIDAVIT (under O.C.G.A. § 13-10-91(b) (1))

Vendor verifies its compliance with O.C.G.A. § 13-10-91 and is authorized to use and uses the federal work authorization program commonly known as E-Verify, by completing ***Attachment H - Immigration and Security Form***

Special Terms and Conditions

I. HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS (N/A to Equipment)

The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed.

The successful bidder(s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- provision of 24/7 accessibility to successful bidder(s) staff in the event of a food/USDA Hold/Recall.
- public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide ability to District of conducting a mock recall for product once per year.

Bidder(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

II. PROPRIETARY INFORMATION

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released, and the school district shall not be held liable.

III. TRADE NAME, LABELS AND OTHER REQUESTS (Where applicable)

a) All items shall be properly labeled. No private labels will be accepted on commercial products.
b) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive or CD separate from the bid and marked "NUTRITIONAL INFORMATION". Or website access must be provided, complete with login information and web address for access with bid documents.

c) FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS

- In the event of loss of state or federal funds due to bidder(s) failure to meet CN Label/Product Analysis Requirements, the bidder(s) shall reimburse losses to District.

EQUIVALENT/ALTERNATE PRODUCTS

Equivalent/alternate products must be bid on items where brand name or equal is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the bid specifications for each item. Samples of alternate/equivalent products shall be provided upon request as indicated below.

The following should be provided with the bid documents for all alternate/equivalent items bid:

1. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
2. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
3. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
4. Supplier will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the bid documents.

IV. METHOD OF PAYMENT and PRICING INFORMATION

- a) Prices: All prices offered shall be firm against any increase for 12 consecutive months from the date of the contract award. Subsequently, the SFA may entertain a request for escalation/de-escalation on an annual basis. These price adjustments must be based on changes in market conditions and verified in accordance with the most recent publication from a valid third party. (See examples below:
- Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics,
 - And/or other valid third party.)

Request for price increases and/or decreases must be submitted to the DeKalb County School District at the time of each annual renewal. The aforementioned third-party publication/documentation must accompany requested price increases. The Dekalb SFA reserves the right to accept or reject the request for a price increase and will maintain documentation of approval or denial. If price increases escalate above 10% per the awarded price of each product, the SFA reserves the right to provisionally purchase the product from another source if an equal and more reasonably priced option can be acquired, based on specifications. This clause also obligates vendor to provide price decreases from de-escalation on the same terms.

b) The successful Bidder warrants that the bid price(s), terms, and conditions stated in the bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the contract period and in accordance with terms listed within the Escalation/De-escalation Clause, if applicable.

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. Separate fuel charges will not be added to invoices.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The School Nutrition Program will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

f) Invoicing

- i) Invoices, at minimum, shall consist of the following information:
1. Delivery location and date of delivery
 2. Item description and cost
 3. Extended cost for total quantity purchased
 4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to the:

DeKalb County School District School Nutrition Department

V. METHOD OF SHIPMENT/DELIVERY (where applicable)

- a) **Orders and deliveries:** Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- b) All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on Attachment D.
- c) In an emergency situation in which the School Nutrition Program requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the School Nutrition Program has the option to purchase those goods from another source with no penalty to either party.
- d) Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.
- e) Delivery of product(s) must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.
- f) Two invoices are to be provided and must be reviewed and signed at the time of delivery and if any discrepancies are noted during delivery those will be initialed and dated by the driver and school nutrition employee receiving the order.

The Three Strikes Rule: (if applicable and warranted)

- 1) After vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the School Nutrition Program will call vendor to report contract violation. The SFA will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.
- 2) After vendor's second offense of providing sub-par product, late delivery and/or poor customer service, the SFA will send a certified notice to the vendor documenting that this is the second offense, and a third offense will result in termination of the contract for cause. If the offense is providing sub-par product, then the vendor agrees to pay the School Food Authority to purchase quality product at the vendor's expense.
- 3) After the vendor's third and final offense of the aforementioned, the School Nutrition Services Executive Director will request the termination of contract for cause to the Vendor Services Director.

VI. EVALUATION FACTORS

- 1) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the School Nutrition Program's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance.

In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the School Nutrition Program's opinion, the best overall solution to meet the School Nutrition Program's specifications.

- 2) The School Nutrition Program reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the School Nutrition Program.

SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. **Substitutions may be made only with prior approval of the Director of School Nutrition.**

All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at the same cost as the original awarded item.

VII. ADDITIONAL BID INSTRUCTIONS

- a) **Bid modifications:** Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal:** Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition SFA before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Addendum:** If clarification of the specifications/instructions is required the request shall be made in writing no later than the time and date specified on the Invitation for Bid Timeline. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of bid opening.
- d) **Bid examination**
 - i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
 - ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed and dated, may be rejected as non-conforming.
 - ii) The School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
 - iii) The School Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
 - iv) Issuance of this IFB in no way constitutes a commitment by the School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.
 - v) Any Bidder who has demonstrated and documented poor performance during a current or previous agreement, within the last 3 years, with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.
 - vi) The School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the School Nutrition Program.
- f) **Evidence of Financial Capabilities (not required: best practice):** After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the SFA. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.
- g) **Offer Acceptance Period** – Bids received are an irrevocable offer for 60 days after the bid opening time and date.

VIII. ORDERING INFORMATION

- a) **Credit:** A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time.
- b) **Inspection:** Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product(s) must be picked up immediately.
- c) **Emergency orders:** In an emergency situation in which the Vendor cannot provide the supplies within the emergency delivery period, the School Nutrition Program has the option to purchase those supplies from another source with no penalty to either party.

IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the School Nutrition Program and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed and agreed upon by both parties.

X. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the School Nutrition Program, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the School Nutrition Program.

XI. INDEPENDENT VENDOR AND INDEMNITY

The vendor shall act as an independent Vendor and not as an employee of the School Nutrition Program. Vendor agrees to indemnify and hold harmless the School Nutrition Program, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

XII. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Vendor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on "Start Date" shown on the Invitation for Bid Timeline.
- b) The Vendor must comply with the time of performance.

XIII. FORCE MAJEURE

If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Vendor's performance for more than thirty (30) days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program's obligation to pay the Vendor for work already completed by the Vendor and the Vendor's warranty for work already completed.

XIV. EVIDENCE OF INSURANCE

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:
- b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Dekalb County School District Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the School Nutrition Program. Such certificate shall be issued to Dekalb County School District Board of Education, School Nutrition Program.
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

XV. EXCEPTIONS

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. **See Attachment K- Bid Exception Form**

XVI. WARRANTY

Successful Bidder shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the School Nutrition Program's operations.

XVII. GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity. **SAMPLES:** The School Nutrition Program reserves the right to request samples of any/all items indicated on the bid schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Quote Sheets, and the bid number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

XVIII. SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XIX. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

XX. RELEASE FROM CONTRACT

In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third-party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

XXI. FOOD RECALLS AND BIOSECURITY (required only for processing bids at this time)

7 CFR 250 Vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

Vendor will provide the food recall contact person and the backup person's contact information to the school nutrition director or designee by completing the chart below. Food recall procedures can be found in 7 CFR 250.

Food Recall Contact Information:

Company Name	
Contact Name	
Phone Number(s)	
E-mail address	
Back-Up Contact Name	
Phone Number(s)	
E-mail address	
School System Name	
School Nutrition Contact Name	
Phone Number(s)	
E-mail address	
Back-Up School Nutrition Contact Name	
Phone Number(s)	
E-mail address	

Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

XXII. CONTRACT WORK HOURS/SAFETY STANDARDS ACT

(40 U.S.C. 3701-3708) (where applicable) All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles.

- XXIII. DAVIS BACON ACT** (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200(d)] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Sub vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. If applicable only.

XXIV. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

[Appendix II to 2 CFR 200(f) (if applicable) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XXV. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323) (if applicable)

An SFA and its vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

C. References Upload this document under the Response Attachment tab via IonWave titled "References".

Bidder must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the bidder is providing or has provided comparable services. Bidder's Reference Form, References will be contacted.

D. Brochures, Catalogs, Manuals, Websites, Literature

In addition to the formal response to this ITB, all bidders are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, and any other marketing and informational media which will support and enhance their submission value.

E. REQUIRED CONTENT / DOCUMENT CHECKLIST

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IMPORTANT NOTICE: Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

Bidders are required to upload one (1) pdf. copy electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx> of their response. Responses must be submitted on 8 1/2" x 11" single-sided stock. Bidders must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All ITB submissions must include the following items and attachments.

The Invitation to Bid document, ITB 24-19 Paper Products (MUST BE the first document in the submission); this document is located at <https://dekalbschoolsga.ionwave.net/Login.aspx>

Table of Contents for your submission

- Audited Company Financial Statements/Company Annual Reports for 2021 and 2022 (**Upload Required**)
- Business License (**Upload Required**)
- Certificate of Insurance (**Upload Required**)
- **Company's Invoice Sample** (**Upload Required**)
- Attachment A – Lobbying Form & Disclosure (**Upload Required**)
- Attachment B – Suspension and Debarment Certification (**Upload Required**)
- Attachment C- Bid Form (**Upload Required**)
- Attachment C (1) Bid Form Cost Sheet (**Upload Required**)
- Attachment D – Critical Paragraphs (**Upload Required**)
- Attachment E– Bidder's Client Reference Form (**Upload Required**)
- Attachment F – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment G- Conflict of Interest (**Upload Required**)
- Attachment H – Immigration & Security Certification (**Upload Required**)
- Attachment I- Non-Collusion (**Upload Required**)
- Attachment J- Civil Rights Statement and Assurance (**Upload Required**)
- Attachment K- Bid Exception Form (**Upload Required**)
- Attachment L – Signature Page (**Upload Required**)
- Brochures, manuals, websites, literature, and/or other marketing media
- Addenda – Each individual Addendum must be printed, signed, and uploaded (if applicable).

ATTACHMENT A

ITB 24-19 Paper Products

LOBBYING FORM & DISCLOSURE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a) Contract b) Grant c) cooperative agreement d) loan e) loan guarantee f) loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a) bid/offer/application b) initial award c) post-award <p>3. Report Type:</p> <ul style="list-style-type: none"> a) initial filing b) material change <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Sub awardee Tier _____, if Known:</p> <p><i>Congressional District, if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p><i>Congressional District, if known:</i></p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>11. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>
<p>15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11.The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT B ITB 24-19 Paper Products

AD-1047

OMB No. 0505-0027
Expiration Date: 09/30/2025



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
 4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

Attachment C

BID FORM ITB 24-19 Paper Products

Bidder must provide an itemized list of all costs to DCSD associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your ITB submittal. Include added value services/items at "no cost." Prices must be held firm for annual extension options, if exercised.

Complete and Upload Attachment C (1) Bid Form Cost Sheet

**** DCSD reserves the right to request and negotiate a "best and Final" response from Bidders. ****

Complete the following:

Company Name

Authorized Company Representative Name (please print)

Title

Authorized Company Representative Signature

Date

Address

Phone

Email

Attachment D

ITB 24-19 Paper Products Critical Paragraphs

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

- 1) _____ This ITB does not commit DCSD to any offeror to this ITB. DCSD is not liable for any costs incurred by an offeror in responding to this ITB. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this ITB.
- 2) _____ Any news release or publicity pertaining to any phase of this ITB will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) _____ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this ITB. All addenda must be printed, signed by the certifying official and included in the ITB submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this ITB.
- 4) _____ Offerors to the ITB agree to fully indemnify DCSD as stated in the ITB, Part II, H.
- 5) _____ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) _____ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) _____ Offeror understands that this solicitation requires Board of Education Approval.

Attachment E

ITB 24-19 Paper Products

Attach and label "Bidder's Client References."

BIDDER'S CLIENT REFERENCES

(Please copy this form and use one form per reference.)

Attach and label "Bidder's Client References."

Company Name Providing Reference

Address City/State/Zip

Name of Contact Person

Telephone Number of Contact Person

Email Address of Contact Person

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment F

ITB 24-19 Paper Products

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this ITB shall be used only for those purposes outlined in the ITB document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this ITB, the offeror shall consult with the DCSD ITB contact person as identified in the ITB document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Offeror Company Name

Company Representative

Date

Attachment G ITB 24-19 Paper Products

Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "CONFLICT OF INTEREST"

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment H
ITB 24-19
Paper Products
IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. Seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. Seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) _____ (Initial here): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) _____ (Initial here): Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

- 3) I _____ (Initial here): Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.
- 4) _____ (Initial here) Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

- 5) _____ (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1- .01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

- 6) _____ (Initial here) Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature _____ Date

EEV/Basic Pilot Program _____ Date of Authorization
User Identification Number

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Paper Products

Name of Project: _____

ITB 24-19

Solicitation Number (if applicable): _____

Name of Public Employer: **DeKalb County School District**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

Notary Public _____

My Commission Expires: _____

**DEKALB COUNTY SCHOOL DISTRICT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Paper Products

Name of Project: _____

ITB 24-19

Solicitation Number (if applicable): _____

Name of Public Employer: **DeKalb County School District**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

**DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Paper Products

ITB 24-19

Name of Public Employer: **DeKalb County School District**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ and _____ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____
Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

Paper Products

Solicitation Number (if applicable): _____

ITB 24-19

Name of Public Employer: **DeKalb County School District**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____, _____ (city) _____ (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

Attachment I
ITB 24-19
Paper Products
Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment J

ITB 24-19

Paper Products

CIVIL RIGHTS STATEMENT AND ASSURANCE

The DeKalb County School District hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vii. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the DeKalb County School District agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the DeKalb County School District, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the DeKalb County School District.

Signature: _____

Title: _____

Printed Name: _____

Attachment K
ITB 24-19
Paper Products
BID EXCEPTION FORM

Vendor Name:	Invitation for Bid (IFB) for: School System: Type:	Date of Submittal:
Number and Title of each section of IFB that Bidder takes exception	Number and Title : Section:	Number and Title : Section:
Specific Sentence within each section	Sentence:	Sentence:
Alternate Provisions proposed by Bidder	Alternate:	Alternate:
Vendor's Authorization Signature:		
Vendor's Authorization printed name:		
Vendor's Title:		

Attachment L

ITB 24-19 Paper Products SIGNATURE PAGE

I certify that I have read this ITB document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this ITB. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this ITB submittal. Further, I certify that the contents of the response to this ITB are true, accurate and complete.

Printed Name/Engaging Authorized
Company Official

Position/Title

Offeror's Company Name

Signature/Engaging Authorized
Company Official

E-mail address

Telephone Number

Date

END

OF

SOLICITATION



ITB 24-19 Addendum 1
Southeastern Paper Group, LLC
Supplier Response

Event Information

Number: ITB 24-19 Addendum 1
Title: ITB 24-19 School Nutrition Paper Products
Type: ITB-Non Capital
Issue Date: 3/7/2024
Deadline: 4/9/2024 02:00 PM (ET)
Notes: The DeKalb County School District (DCSD) is seeking qualified bidders with professional qualifications, technical competence, and specialized experience to provide **Paper Products** as outlined in the scope of work.

Contact Information

Contact: Sierra M. Adams
Address: Dekalb County School District
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
Phone: 1 (678) 676-0532
Email: solicitationquestions@dekalbschoolsga.org

Southeastern Paper Group, LLC Information

Contact: Chad Cannon
Address: PO Box 6220
Spartanburg, GA 30101
Phone: (404) 606-9313
Email: chadcannon@mac.com
Web Address: <https://info.sepg.com/about-us>

By submitting your response, you certify that you are authorized to represent and bind your company.

Chad Cannon

Signature

Submitted at 4/9/2024 10:32:50 AM (ET)

chad.cannon@sepapergroup.com

Email

Supplier Note

Please accept this submission for ITB 24-19 School Nutrition Paper Products from Southeastern Paper Group. We are hoping to continue our strong partnership with DeKalb County Schools by serving you and all your schools on a day to day basis with our delivery team, customer service team, and account management. We value the partnership we have had for 40+ years. We have worked very hard with our preferred vendors to help drive the cost down with existing SKU's and new SKU's the SNS department has added. IF you have any questions pertaining any part of this submission, please reach out and let me know how we can assist.

Requested Attachments

Financial Statement 2021

Upload required for Financial Statement 2021 here.

Financial Statement
2021_N_A.pdf

Financial Statement 2022

Upload required for Financial Statement 2022 here.

Financial Statement
2022_N_A.pdf

Business License

Upload required for Business License here.

City of College Park
2023_SEPG_BL.pdf

Certificate of Insurance

Upload required for Certificate of Insurance here.

Southeastern Paper Group LLC
(DeKalb County School District)
(002)_SEPG.pdf

Company's Invoice Sample

Upload required for copy of Company's Invoice Sample here.

Invoice Template.pdf

Attachment A-Lobbying Form & Disclosure

Upload required for Attachment A-Lobbying Form & Disclosure here.

Attachment A-Lobbying Form &
Disclosure_SEPG.pdf

Attachment B – Suspension and Debarment Certification

Upload required for Attachment B – Suspension and Debarment Certification here.

Attachment B – Suspension and
Debarment
Certification_SEPG.pdf

Attachment C- Bid Form

Upload required for Attachment C- Bid Form here.

Attachment C- Bid
Form_SEPG.pdf

Attachment C (1)- Bid Form Cost Sheet

Upload required for Attachment C (1)- Bid Form Cost Sheet here.

Attachment C 1 BID FORM 24-19
SEPG.xlsx

Attachment D- Critical Paragraphs

Upload required for Attachment D- Critical Paragraphs here.

Attachment D- Critical
Paragraphs.pdf

Attachment E – Bidder’s Client Reference Form (1)

Upload required for Attachment E – Bidder’s Client Reference Form (1) here.

Attachment E – Bidder’s Client
Reference Form (1)_SEPG.pdf

Attachment E – Bidder’s Client Reference Form (2)

Upload required for Attachment E – Bidder’s Client Reference Form (2) here.

Attachment E – Bidder’s Client
Reference Form (1)_SEPG.pdf

Attachment E – Bidder’s Client Reference Form (3)

Upload required for Attachment E – Bidder’s Client Reference Form (3) here.

Attachment E – Bidder’s Client
Reference Form (1)_SEPG.pdf

Attachment F – Statement of Confidentiality and Non-Disclosure

Upload required for Attachment F – Statement of Confidentiality and Non-Disclosure here.

Attachment F – Statement of
Confidentiality and Non-
Disclosure_SEPG.pdf

Attachment G- Conflict of Interest

Upload required for Attachment G- Conflict of Interest here.

Attachment G- Conflict of
Interest_SEPG.pdf

Attachment H – Immigration & Security Certification

Upload required for Attachment H – Immigration & Security Certification here.

Attachment H – Immigration &
Security Certification_SEPG.pdf

Attachment I- Non-Collusion

Upload required for Attachment I- Non-Collusion here.

Attachment I- Non-
Collusion_SEPG.pdf

Attachment J- Civil Rights Statement and Assurance

Upload required for Attachment J- Civil Rights Statement and Assurance here.

Attachment J_Civil
Rights_SEPG.pdf

Attachment K- Bid Exception Form

Upload required for Attachment K- Bid Exception Form here.

Attachment K- Bid Exception
Form+SEPG.pdf

Attachment L – Signature Page

Upload required for Attachment L – Signature Page here.

Attachment L – Signature
Page_SEPG.pdf

Brochures, manuals, websites, literature, and/or other marketing media

Upload is optional for marketing media.

No response

Addendum 1

Upload required for Addendum 1 here.

ITB 24-19 Q & A Doc Addendum 1
(1)_SEPG.pdf

2023

City of College Park
3667 Main Street, College Park, Georgia 30337
OCCUPATION TAX CERTIFICATE

Business Classification
PRINTING AND WRITING PAPER
MERCHANT WHOLESALERS

Expiration:
12/31/2023

License #
9162

Licensee Name
SOUTHEASTERN PAPER GROUP
INC

Name of Business
SOUTHEASTERN PAPER GROUP
INC

Business Location
2400 SULLIVAN RD A
COLLEGE PARK, GA 30337



This certificate must be posted in a conspicuous place.

This certificate entitles business to be conducted in the conformity with and subject to the provisions of the ordinances of the City of College Park and the laws of the State of Georgia.

Shavala Moore
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 160 Federal St. 4th Floor Boston MA 02110		CONTACT NAME: Alex Banks PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: abanks@risk-strategies.com	
INSURED Southeastern Paper Group LLC 500 Gulf S Drive Flowood MS 39232		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: Navigators Insurance Company 42307 INSURER C: American Aurich Insurance Company 40142 INSURER D: American Guarantee and Liability Insurance Company 26247 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2432937444

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6974038	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6974037	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NY24UMRZOGX6VIV	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C,A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6974039, 6974040	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability \$10M xs \$5M			AEC 9581554-00	04/01/2024	04/01/2025	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 22-497- 350311 Custodial Cleaning Chemical Supplies

County Board of Education, DCSD, their respective members, officers, employees, agents and representatives are shown as Additional Insured on the General Liability policy as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation in favor of the Certificate holder, applies on the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**DeKalb County School District
1701 Mountain Industrial Blvd.

Stone Mountain,

GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT A

ITB 24-19 Paper Products

LOBBYING FORM & DISCLOSURE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a) Contract b) Grant c) cooperative agreement d) loan e) loan guarantee f) loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a) bid/offer/application b) initial award c) post-award <p>3. Report Type:</p> <ul style="list-style-type: none"> a) initial filing b) material change <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Sub awardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>11. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>
<p>15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Chad Cannon</u></p> <p>Print Name: <u>Chad Cannon</u></p> <p>Title: <u>Sales Representative</u></p> <p>Telephone No.: <u>404-606-9313</u> Date: <u>03/07/2024</u></p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT B

ITB 24-19 Paper Products

AD-1047

OMB No. 0505-0027
Expiration Date: 09/30/2025



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
 4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Southeastern Paper Group	PR/AWARD NUMBER OR PROJECT NAME ITB 24-19
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Chad Cannon Sales Representative	
SIGNATURE <i>Chad Cannon</i>	DATE 03/07/2024

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program_intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

Line #	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Delivery: One Delivery Per Week to Each Location	Extended Price
1	ALUMINUM FOIL: Approx. 18" x 1000ft roll. Standard weight Pactiv or approved equal.	600	RL	SM18SRF500	RL	\$ 15.52	NO CHARGE \$0	\$ 9,312.00
2	ALUMINUM POTATO WRAP: 9" x 10 3/4" Pactiv or approved equal. Packed: 500 per box, 6 boxes per case.	100	CS	SM9PUFS500	3000	\$ 44.57	NO CHARGE \$0	\$ 4,457.00
3	APRON DISPOSABLE: Plastic, white. Royal or approved equal. Packed: 100 per case.	30	BX	DA2442	100	\$ 5.23	NO CHARGE \$0	\$ 156.90
4	BAGS 18" x 24" FOOD STORAGE: Approx. 18" x 24" clear plastic with twist ties. 1 1/4 Mil in strength. Must freeze to - 50 degrees F and heat to 240 degree F. HG-Elkay, Food handlers or approved equal. Packed: 250 per case. Sample of ten bags required for testing.	100	CS	BOR1824HD	250	\$ 9.53	NO CHARGE \$0	\$ 953.00
5	BAGS 18" x 18" FOOD STORAGE: Approx. 18" x 18" clear plastic with twist ties. 1 1/4 Mil in strength. Must freeze to - 50 degrees F and heat to 240 degree F. HG-Elkay, Food handlers or approved equal. Packed: 1000 per case. Sample of ten bags required for testing.	50	CS	BOR1218HD	1000	\$ 19.75	NO CHARGE \$0	\$ 987.50
6	BAGS LUNCH WHITE: Standard No. 5 stand-up style white paper. Duro or approved equal. Packed: 500 per case. Sample of ten bags required for testing.	200	CS	51045	500	\$ 15.02	NO CHARGE \$0	\$ 3,004.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

Line #	Item Description	Quantity	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Delivery/One Delivery/Per Week to Each Location	Extended Price
7	BAGS LUNCH: Kraft 8 lb. brown paper bags. Duro or approved equal. Packed: 500 per case. Sample of ten bags required for testing.	300	CS	18408	500	\$ 18.09	NO CHARGE \$0	\$ 5,427.00
8	BAGS SANDWICH: Clear, poly, with flip lock top, 7½" x 6 ¾". Elkay or approved equal. Packed: 2000 per case. Sample of ten bags required for testing.	150	CS	DP657	2000	\$ 7.82	NO CHARGE \$0	\$ 1,173.00
9	BEARD COVER: White poly. Food Handler or approved equal. Packed: 100 per case.	20	BX	12W	100	\$ 3.94	NO CHARGE \$0	\$ 78.80
10	BOWL: 12 oz. black insulated foam bowl. Dart or approved equal. Packed: 1000 per case. Sample of ten bowls required for testing.	450	CS	YTKB00120000	1000	\$ 35.28	NO CHARGE \$0	\$ 15,876.00
11	BOWL: 12 oz. clear plastic. Dart or approved equal. Packed: 500 per case. Sample of ten bowls required for testing.	30	CS	C12B	504	\$ 57.62	NO CHARGE \$0	\$ 1,728.60
12	BOWL: 8 oz. round, 100% compostable. Sugarcane fiber or approved equal. Packed 1000 per case. Sample of ten bowls required for testing.	100	CS	BB-SC-U8-LFS	500	\$ 27.22	NO CHARGE \$0	\$ 2,722.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

# Line	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Deliver: One Delivery Per Week to Each Location	Extended Price
13	BOWL: 12 oz. round 100% compostable. Sugarcane fiber or approved equal. Packed: 1000 per case. Sample of ten bowls required for testing.	100	CS	BB-SC-12N-LFP	500	\$ 34.55	NO CHARGE \$0	\$ 3,455.00
14	BOWL: 8 oz. round M4808B Anchor or approved equal. Packed: 350 per case. Sample of ten bowls required for testing.	350	CS	4604818	540	\$ 44.36	NO CHARGE \$0	\$ 15,526.00
15	BOWL: 10 oz. round M4810B Anchor or approved equal. Packed: 350 per case. Sample of ten bowls required for testing.	350	CS	4604820	540	\$ 53.86	NO CHARGE \$0	\$ 18,851.00
16	BUN PAN BAGS: Clear, approx. 21" x 5 1/2" x 35" with twist ties to fit Standard 18" x 26" bun pan. 1 1/2 Mil in strength. Must freeze to -50 degrees F and heat to 240 degree F. HG-Elkay, Food handlers or approved equal. Packed: 200 per case. Sample of ten bags required for testing.	400	CS	BOR2737HD	200	\$ 14.85	NO CHARGE \$0	\$ 5,940.00
17	BUN PAN RACK COVER: Approx. 52" x 80" high density clear tear resistant. Food handlers or approved equal. Packed: 50 per case. Sample of ten covers required for testing.	300	CS	BOR5280	50	\$ 14.85	NO CHARGE \$0	\$ 4,455.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

# Line	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Delivery: One Delivery Per Week to Each Location	Extended Price
18	COMPACTOR BAGS: Clear, 60 mil 30" x 50" x 53". Fortune-Heritage or approved equal. Packed: 50 per case. Sample of ten bags required for testing.	200	CS	CB484K	50	\$ 35.94	NO CHARGE \$0	\$ 7,188.00
19	CONTAINER 1-COMPARTMENT HINGED LID: Clear, extra deep, approx. 8 1/4" x 7 3/4" x 3". Bar locks to provide secure closure. Pactiv C18-1120 or approved equal. Packed: 200 per case. Sample of ten containers required for testing.	5,000	CS	YCI821200000	200	\$ 25.68	NO CHARGE \$0	\$ 128,400.00
20	CONTAINER 3-COMPARTMENT HINGED LID: Clear plastic. Bar locks to provide secure closure. Pactiv or approved equal Packed: 200 per case. Sample of ten containers required for testing.	50	CS	YCI821230000	200	\$ 25.68	NO CHARGE \$0	\$ 1,284.00
21	CUPS: 2 oz. plastic soufflé, black. Fabrikal, Sweetheart or approved equal. Packed: 2500 per case. Sample of ten cups required for testing.	100	CS	2SE 770	2500	\$ 19.32	NO CHARGE \$0	\$ 1,932.00
22	CUPS: 5.5 oz. plastic soufflé, black. Fabrikal, Sweetheart or approved equal. Packed: 2500 per case. Sample of ten cups required for testing.	400	CS	2SE 800	2500	\$ 37.84	NO CHARGE \$0	\$ 15,136.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Quantity	Unit of measure	MFG & Product code	Pack size (qty per box or case)	Unit Price	Fixed Fee Deliver: One Delivery Per Week to Each Location	Extended Price
23	CUPS 6 oz. styro. Dart or approved equal. Packed 1000 per case. Sample of ten cups required for testing.	50	CS	6J6	1000	\$ 25.56	NO CHARGE \$0	\$ 1,278.00
24	CUPS 12 oz. styro. Dart or approved equal. Packed 1000 per case. Sample of ten cups required for testing.	100	CS	12J12	1000	\$ 42.43	NO CHARGE \$0	\$ 4,243.00
25	CUPS 16 oz. styro. Dart or approved equal. Packed: 1000 per case. Sample of ten cups required for testing.	50	CS	16J16	1000	\$ 59.63	NO CHARGE \$0	\$ 2,981.50
26	CUPS: 12 oz. disposable cups for hot beverages. 100% compostable. Sugarcane fiber or approved equal. Packed: 1000 per case. Sample of ten cups required for testing.	100	CS	CU-SU-12	1000	\$ 75.56	NO CHARGE \$0	\$ 7,556.00
27	CUPS: 12 oz. clear cup, flat clear lid with slot. Fabrikal or approved equal. Packed: 500 cups, 500 lids each per case. Sample of ten cups required for testing.	100	CS	IPC 312	1000	\$ 40.28	NO CHARGE \$0	\$ 4,028.00
28	CUPS PARFAIT KIT: 14 oz. tall clear cup, flat clear lid with no slot. 4 oz. clear insert. Fabrikal or approved equal. Packed: 500 cups, 500 lids, 500 inserts in each case. Sample of ten kits required for testing.	200	CS	ISD 725	1000	\$ 39.35	NO CHARGE \$0	\$ 7,870.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty per box or case)	Unit Price	Fixed Fee Delivery: One Delivery Per Week to Each Location	Extended Price
29	CUP: 5 oz. white paper compostable soufflé/portion cup. GenPak or approved equal. Packed: 2500 per case. Sample of ten cups required for testing.	10	CS	F550	5000	\$ 96.73	NO CHARGE \$0	\$ 967.30
30	FILM WRAP: Approx. 24" x 2000ft roll. Must have a disposable slide cutter. Approximately 50 gauge. Anchor or approved equal.	300	EA	7304353	EA	\$ 19.60	NO CHARGE \$0	\$ 5,880.00
31	FOOD CONTAINER: 12 oz. styro squat. Dart or approved equal. Packed: 500 per case. Sample of ten containers required for testing.	200	CS	12SJ20	500	\$ 32.05	NO CHARGE \$0	\$ 6,410.00
32	FORK, NAPKIN, STRAW KIT: Napkin to be 12" X 17", fork to be approximately 6", medium weight. Dispozo or approved equal. Packed: 1000 per case. Sample of ten kits required for testing.	7,000	CS	600052	1000	\$ 14.75	NO CHARGE \$0	\$ 103,250.00
33	FRENCH FRY CONTAINER: 6 oz scoop DSCP6 pactiv evergreen or approved equal. Packed: 1000 per case. Sample of ten containers required for testing.	500	CS	DSCP6	1000	\$ 77.44	NO CHARGE \$0	\$ 38,720.00
34	FRENCH FRY CONTAINER: 5 oz scoop DSCP5 pactiv evergreen or approved equal. Packed: 1000 per case. Sample of ten containers required for testing.	900	CS	DSCP5	1000	\$ 67.41	NO CHARGE \$0	\$ 60,669.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name:

#	Item Description	Quantity	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee Deliver: One Delivery Per Week to Each Location	Extended Price
35	FRENCH FRY CONTAINER: 3 oz scoop DSCP3 pactiv evergreen or approved equal. Packed: 1000 per case. Sample of ten containers required for testing.	1,100	CS	DSCP3	1000	\$ 57.31	NO CHARGE \$0	\$ 63,041.00
36	FRENCH FRY CONTAINER: Tamper evident medium TEFCMKEC pactiv evergreen or approved equal. Packed: 600 per case. Sample of ten containers required for testing.	50	CS	TEFCMKEC	600	\$ 64.80	NO CHARGE \$0	\$ 3,240.00
37	FRENCH FRY CONTAINER: Tamper evident large TEFCLKEC pactiv evergreen or approved equal. Packed: 600 per case. Sample of ten containers required for testing.	50	CS	TEFCLKEC	600	\$ 86.40	NO CHARGE \$0	\$ 4,320.00
38	GLOVES: Plastic, disposable, 1 1/4 mil thick Elbow Length. Food handler or approved equal. Packed: 100 per case. Sample of ten pairs required for testing.	100	BX	RDEG-100	100	\$ 2.70	NO CHARGE \$0	\$ 270.00
39	GLOVES EX LARGE: Disposable, embossed, cast poly, 1 1/4 mil thick, latex free. USDA accepted for food service. Food handler or approved equal. Packed: 100 per box. Sample of ten pairs required for testing.	150	BX	26994	100	\$ 1.05	NO CHARGE \$0	\$ 157.50

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

# Line	Item Description	Quantity	Unit of measure	MFG & Product code	Pack size (qty per box or case)	Unit Price	Fixed Fee Deliver: One Delivery Per Week to Each Location	Extended Price
40	GLOVES LARGE: Disposable, embossed, cast poly, 1 1/4 mil thick, latex free. USDA accepted for food service. Food handler or approved equal. Packed: 100 per box. Sample of ten pairs required for testing.	550	BX	26993	100	\$ 1.05	NO CHARGE \$0	\$ 577.50
41	GLOVES MEDIUM: Disposable, embossed, cast poly, 1 1/4 mil thick, latex free. USDA accepted for food service. Food handler or approved equal. Packed: 100 per box. Sample of ten pairs required for testing.	1,200	BX	26992	100	\$ 1.05	NO CHARGE \$0	\$ 1,260.00
42	GLOVES SMALL: Disposable, embossed, cast poly, 1 1/4 mil thick, latex free. USDA accepted for food service. Food handler or approved equal. Packed: 100 per box. Sample of ten pairs required for testing.	400	BX	26991	100	\$ 1.05	NO CHARGE \$0	\$ 420.00
43	GLOVES LARGE: Poly free, vinyl. USDA accepted for food service. AmerCare or approved equal. Packed: 100 per box. Sample of ten pairs required for testing.	20	BX	22993	100	\$ 1.85	NO CHARGE \$0	\$ 37.00
44	GLOVES MEDIUM: Poly free, vinyl. USDA accepted for food service. AmerCare or approved equal. Packed: 100 per box. Sample of ten pairs required for testing.	20	BX	22992	100	\$ 1.85	NO CHARGE \$0	\$ 37.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Quantity	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee Deliver: One Delivery Per Week to Each Location	Extended Price
45	GLOVES SMALL: Poly free, vinyl. USDA accepted for food service. AmeriCare or approved equal. Packed: 100 per box. Sample of ten pairs required for testing.	20	BX	22991	100	\$ 1.85	NO CHARGE \$0	\$ 37.00
46	GLOVES: Latex. Tradex or approved equal. Packed 12 pairs per pack. Sample of two pairs required for testing.	50	PK	5993	12	\$ 6.04	NO CHARGE \$0	\$ 302.00
47	GLOVES: Latex free, 18" elbow Length. Nitrile green unlined. 22 mil Tradex or approved equal. Packed 1 pair per pack. Sample of two pairs required for testing.	30	PR	GNGU-MD-22-18	1 PAIR	\$ 6.76	NO CHARGE \$0	\$ 202.80
48	HAIR NETS: Light brown. Cellucap or approved equal. Packed 144 per case.	500	BX	RPH144TLB	100	\$ 10.36	NO CHARGE \$0	\$ 5,180.00
49	HAIR NETS: Dark brown. Cellucap or approved equal. Packed 144 per case.	250	BX	RPH144LTDB	100	\$ 10.36	NO CHARGE \$0	\$ 2,590.00
50	LIDS: for and 2 oz. plastic soufflé cups. Fabrikal, Sweetheart or approved equal. Packed: 2500 per case. Sample of ten lids required for testing.	200	CS	2SE 625	2500	\$ 16.80	NO CHARGE \$0	\$ 3,360.00
51	LIDS: for 5.5 oz. plastic soufflé cups. Fabrikal, Sweetheart or approved equal Packed: 2500 per case. Sample of ten lids required for testing.	750	CS	2SE 630	2500	\$ 22.00	NO CHARGE \$0	\$ 16,500.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Quantity	Unit or measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Deliver: One Delivery Per Week to Each Location	Extended Price
52	LIDS: for 6 oz. styro cups. Dart or approved equal. Packed: 1000 per case. Sample of ten lids required for testing.	50	CS	6JL	1000	\$ 14.90	NO CHARGE \$0	\$ 745.00
53	LIDS: for 12 oz. styro cups with straw slot. Dart or approved equal. Packed: 1000 per case. Sample of ten lids required for testing.	100	CS	12SL	1000	\$ 19.82	NO CHARGE \$0	\$ 1,982.00
54	LIDS: for 16 oz. styro cups with straw slot. Dart or approved equal. Packed: 1000 per case. Sample of ten lids required for testing.	50	CS	16SL	1000	\$ 20.44	NO CHARGE \$0	\$ 1,022.00
55	LIDS: for 12 oz. Styro Squat. Dart or approved equal. Packed: 500 per case. Sample of ten lids required for testing.	200	CS	20JL	1000	\$ 27.16	NO CHARGE \$0	\$ 5,432.00
56	LIDS: for 12 oz. round bowl, 100% compostable. Sugarcane fiber or approved equal. Packed 1000 per case. Sample of ten lids required for testing.	100	CS	BBL-SC-12N-LF	500	\$ 32.96	NO CHARGE \$0	\$ 3,296.00
57	LINERS SHEET PAN: Approx. 16 1/2"x 24 1/2". Must not stick and liner must keep grease from seeping through to pan. McNairn, Bagcraft or approved equal. Packed 1000 per case.	2,000	CS	477390	1000	\$ 41.16	NO CHARGE \$0	\$ 82,320.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty per box or case)	Unit Price	Fixed Fee/Deliver: One Delivery Per Week to Each Location	Extended Price
58	NAPKINS, TALL, FOLD: Tall, fold dispenser napkins, approximately 13 1/2" X 7". GA Pacific or approved equal. Packed: 10,000 per case.	150	CS	D20500	10000	\$ 35.22	NO CHARGE \$0	\$ 5,283.00
59	OFFER vs SERVE: 8 oz. black container. Par Pak or approved equal. Packed: 2000 per case. Sample of ten containers required for testing.	6,000	CS	21738	2000	\$ 56.29	NO CHARGE \$0	\$ 337,740.00
60	PAPER FOOD TRAY: 1 lb. white inside, poly coated on food side. SQP or approved equal. Packed: 1000 per case. Sample of ten trays required for testing.	500	CS	413	1000	\$ 18.27	NO CHARGE \$0	\$ 9,135.00
61	PAPER FOOD TRAY: 1 lb. white inside, poly coated on food side. 100% compostable. Sugarcane fiber or approved equal. 1000 per case. Sample of ten trays required for testing.	100	CS	553	1000	\$ 16.67	NO CHARGE \$0	\$ 1,667.00
62	PAPER FOOD TRAY: 2 lb. white inside, poly coated on food side. SQP or approved equal. Packed: 1000 per case. Sample of ten trays required for testing.	700	CS	417	1000	\$ 21.31	NO CHARGE \$0	\$ 14,917.00
63	PAPER FOOD TRAY: 2 lb. white inside, poly coated on food side. 100% compostable. Sugarcane fiber or approved equal. Packed: 1000 per case. Sample of ten trays required for testing.	100	CS	554	1000	\$ 21.31	NO CHARGE \$0	\$ 2,131.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Case Qty	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Delivery/One Delivery Per Week to Each Location	Extended Price
64	PAPER FOOD TRAY: 3 lb. white inside, poly coated on food side. SQP or approved equal. Packed: 500 per case. Sample of ten trays required for testing.	1,600	CS	425	500	\$ 17.36	NO CHARGE \$0	\$ 27,776.00
65	PAPER FOOD TRAY: 3 lb. white inside, poly coated on food side. 100% compostable. Sugarcane fiber or approved equal. Packed: 1000 per case. Sample of ten trays required for testing.	200	CS	556	500	\$ 17.46	NO CHARGE \$0	\$ 3,492.00
66	PAPER FOOD TRAY: 5 lb. white inside, poly coated on food side. SQP or approved equal. Packed: 500 per case. Sample of ten required for testing.	500	CS	429	500	\$ 22.28	NO CHARGE \$0	\$ 11,140.00
67	PAPER WRAP/LINER: Black/White check, 12" x 12". Each box must contain the same color. Packed: 5000 per case. Sample of ten required for testing.	10	CS	57800	5000	\$ 106.84	NO CHARGE \$0	\$ 1,068.40
68	PAPER WRAP/LINER: Red Gingham print, 12" x 12". Each box must contain the same color. Packed: 5000 per case. Sample of ten required for testing.	10	CS	300317	2000	\$ 44.72	NO CHARGE \$0	\$ 447.20

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Quantity	Unit of measure	MFG. & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee Deliver: One Delivery Per Week to Each Location	Extended Price
69	PLASTIC CAN LINERS: black, 32 gal with twist ties. 23" x 10" x 40" Super tuff 3 mil plus or minus no tolerance. Fortune-Heritage or approved equal. Packed: 100 per case. Sample of ten liners required for testing.	400	CS	X6639SK	100	\$ 12.81	NO CHARGE \$0	\$ 5,124.00
70	PLASTIC CAN LINERS: black, 60 gal with twist ties. 23" x 16" x 60" Super tuff 3 mil plus or minus no tolerance. Fortune-Heritage. Packed: 100 per case. Sample of ten liners required for testing.	400	CS	X7658PK R01	100	\$ 22.24	NO CHARGE \$0	\$ 8,896.00
71	SLEEVES: for 12 oz. disposable cups for hot beverages. Dixie or approved equal. Packed: 500 per case. Sample of ten required for testing.	10	CS	350039	1000	\$ 22.04	NO CHARGE \$0	\$ 220.40
72	SPOON NAPKIN, STRAW KIT: Napkin to be 12" X 17", spoon to be approximately 6", medium weight. Dispozo or approved equal. Packed: 1000 per case. Sample of ten liners required for testing.	3,500	CS	600048	1000	\$ 14.51	NO CHARGE \$0	\$ 50,785.00
73	STRAWS DRINKING: 7 3/4" wrapped white straw. 100% compostable. Sugarcane fiber or approved equal. Packed: 500 per case. Sample of ten straws required for testing.	10	CS	600303	2000	\$ 9.02	NO CHARGE \$0	\$ 90.20

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name:

#	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Deliver: One Delivery Per Week to Each Location	Extended Price
74	TABLE COVERS: Poly-lined paper, 54"x 108". Hoffmaster or approved equal. Packed 25 per case. Sample of ten required for testing.	50	CS	210130	25	\$ 49.38	NO CHARGE \$0	\$ 2,469.00
75	TABLE COVERS: Square, Poly-lined paper, 82"x 82". Hoffmaster or approved equal. Packed 25 per case. Sample of ten required for testing.	10	CS	210066	25	\$ 75.04	NO CHARGE \$0	\$ 750.40
76	TRAYS SIX COMPARTMENT: Foam serving tray, black. To be heavy enough to carry 3lbs of food without bending or breaking. GenPak, Pactiv or approved equal. Packed: 500 per case. Sample of ten trays required for testing.	45,000	CS	0THB0601SGBX	500	\$ 26.46	NO CHARGE \$0	\$ 1,190,700.00
77	TRAYS FIVE COMPARTMENT: Foam serving tray, black. To be heavy enough to carry 3lbs of food without bending or breaking. GenPak, Pactiv or approved equal. Packed: 500 per case. Sample of ten trays required for testing.	500	CS	YTHB0500SGBX	500	\$ 21.00	NO CHARGE \$0	\$ 10,500.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Deliver: One Delivery Per Week to Each Location	Extended Price
78	TRAYS FIVE COMPARTMENT: 10" round, compostable. Huhtamaki or approved equal. Packed: 250 per case. Sample of ten trays required for testing.	500	CS	M510SLT	240	\$ 21.20	NO CHARGE \$0	\$ 10,600.00
79	TRAY: one compartment hinged. 100% compostable. Sugarcane fiber or approved equal. Sample of ten trays required for testing.	10	CS	YMCH0801PFREE	150	\$ 30.24	NO CHARGE \$0	\$ 302.40
80	TRAY: three compartment hinged. 100% compostable. Sugarcane fiber or approved equal. Sample of ten trays required for testing.	100	CS	YMCH0803PFREE	150	\$ 30.24	NO CHARGE \$0	\$ 3,024.00
81	BAGS: "Thank you". Packed 1000 per case	10	CS	8745T6HIDTU	1000	\$ 14.73	NO CHARGE \$0	\$ 147.30
82	BOX: Packing. Packed 25 per bundle	10	BL	RX16	25	\$ 13.44	NO CHARGE \$0	\$ 134.40
83	CUP: clear 12 oz. Packed 1000 per case	10	CS	1PC 312	1000	\$ 40.28	NO CHARGE \$0	\$ 402.80
84	SANDWICH BAGS: 1 track top seal. Packed 1000 per case	50	CS	F20606	1000	\$ 14.41	NO CHARGE \$0	\$ 720.50
85	STIRRERS: 8 inch wrapped black. Packed 5,000 per case	10	CS	600282	5000	\$ 4.94	NO CHARGE \$0	\$ 49.40
86	TRAY: 3-compartment foam hinged. Packed 200 per case	100	CS	90HTPF3R	200	\$ 19.53	NO CHARGE \$0	\$ 1,953.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Quantity	Unit or measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee/Delivery/One Delivery Per Week to Each Location	Extended Price
87	BAKING MOLD: Rectangular Microflute 210MBAKE5X4 Pack n Wood or approved equal. Pack 340 per case. Sample of ten molds required for testing.	1,000	CS	210MBAKE160	650	\$ 112.08	NO CHARGE \$0	\$ 112,080.00
88	BAKING MOLD: Rectangular Microflute 210MBAKE518 Pack n Wood or approved equal. Pack 340 per case. Sample of ten molds required for testing.	600	CS	210MBAKE518	340	\$ 120.31	NO CHARGE \$0	\$ 72,186.00
89	BAKING TRAY: Flute, Fluid capacity 5.7 oz #91068 SOLUT or approved equal. Packed 1200 per case. Sample of ten flutes required for testing.	650	CS	91068	1200	\$ 110.57	NO CHARGE \$0	\$ 71,870.50
90	CASSEROLE POT PIE: Full Curl 7 oz paciv evergreen Y40525 or approved equal. Packed 750 per case. Sample of casserole required for testing.	400	CS	Y40525	750	\$ 41.30	NO CHARGE \$0	\$ 16,520.00
91	ON-THE-GO-BOXES 4 compartment GS6-4 9509506 Greenware or approved equal. Packed 300 per case. Sample of on-the-go-boxes required for testing.	500	CS	9509506	300	\$ 58.24	NO CHARGE \$0	\$ 29,120.00
92	ON-THE-GO-BOXES MATCHING LIDS LGS6-4 9509506 Greenware or approved equal. Packed 300 per case. Sample of on-the-go-boxes matching lids required for testing.	500	CS	9509521	300	\$ 43.12	NO CHARGE \$0	\$ 21,560.00

ATTACHMENT C(1) BID FORM

ITB 24-19 Paper Products

Vendor Name: _____

#	Item Description	Estimated Usage	Unit of measure	MFG & Product code	Pack size (qty. per box or case)	Unit Price	Fixed Fee Deliver One Delivery Per Week to Each Location	Extended Price
							GRAND TOTAL	\$ 2,713,226.30

This form must be completed and returned with your bid.

Company Name: Southeastern Paper Group

Representative Name: Chad Cannon

Signature of Representative: Chad Cannon Date: 04/07/2024

Note: All Brand Names listed or approved equal is required.

Attachment C

BID FORM ITB 24-19 Paper Products

Bidder must provide an itemized list of all costs to DCSD associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your ITB submittal. Include added value services/items at "no cost." Prices must be held firm for annual extension options, if exercised.

Complete and Upload Attachment C (1) Bid Form Cost Sheet

** DCSD reserves the right to request and negotiate a "best and Final" response from Bidders. **

Complete the following:

Southeastern Paper Group

Company Name

Chad Cannon

Authorized Company Representative Name (please print)

Title Sales Representative

Chad Cannon

Authorized Company Representative Signature

Date 3/29/2024

2400 Sullivan Rd, College Park, GA 30337

Address

404-606-9313

Phone

Chad.Cannon@sepapergroup.com

Email

Attachment D

ITB 24-19

Paper Products

Critical Paragraphs

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

- 1) CC This ITB does not commit DCSD to any offeror to this ITB. DCSD is not liable for any costs incurred by an offeror in responding to this ITB. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this ITB.
- 2) CC Any news release or publicity pertaining to any phase of this ITB will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) CC It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this ITB. All addenda must be printed, signed by the certifying official and included in the ITB submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this ITB.
- 4) CC Offerors to the ITB agree to fully indemnify DCSD as stated in the ITB, Part II, H.
- 5) CC Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) CC The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) CC Offeror understands that this solicitation requires Board of Education Approval.

Attachment E

ITB 24-19 Paper Products

Attach and label "Bidder's Client References."

BIDDER'S CLIENT REFERENCES

(Please copy this form and use one form per reference.)

Attach and label "Bidder's Client References."

DeKalb County School District

Company Name Providing Reference

1780 Montreal Road Tucker, GA 30084

Address City/State/Zip

Janet Stone/Hillard Creath/ Teresa Adamas/Roshanda Autrey
Name of Contact Person

678-676-1782 / (678) 676-1769/ 678-676-1382/ 678-676-1485/
Telephone Number of Contact Person

janet_v_stone@dekalbschoolsga.org

hilliard_creath@dekalbschoolsga.org

teresa_adams@dekalbschoolsga.org

roshanda_autrey@dekalbschoolsga.org
g

Email Address of Contact Person

40+ Years of Service

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing DeKalb County School District School Nutrition Department for 40+ years of service.. Providing 138

Schools good and services on a weekly basis via Southeastern Paper Group trucks and delivery drivers via

White glove service with 99% fill and delivery rate. Dedicated REP and customer service team to support items,

Order entry, and delivery. One of Southeastern Paper Groups top established customers for 40+ years!

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Dekalb County Schools

Company Name Providing Reference

780 Montreal Road Tucker, GA 30084.

Address City/State/Zip

Cambe Humphrey/ Latwana Walton

Name of Contact Person

678) 485-1678

Telephone Number of Contact Person

cambe_humphrey@dekalbschools.ga.org

Email Address of Contact Person

20+ Years of Service

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing Deklab County Schools Chemicals ecolab, janatorial consumables for central distribution for 138+ sites. Working closely with Cambe and her team to provide training and new innovative ideas to help the district improve upon productivity.

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Cherokee County School District

Company Name Providing Reference

110 Academy Street Canton, GA 30114

Address

City/State/Zip

Scott Krug

Name of Contact Person

404-606-5933

Telephone Number of Contact Person

Scott.krug@cherokee12.net

Email Address of Contact Person

20+ Years of Service

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing Cherokee County Schools Chemicals ecolab, Equipment, and janitorial consumables 55+ sites. Assisted in the start up of a new program 1.8MM bringing janitorial staff in house. Have been providing

Paper and plastic goods services for 15+ years.

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Marietta City Schools

Company Name Providing Reference

250 Howard Street Marietta, GA 30060

Address City/State/Zip

Cindy Culver/Marlo Mixon

Name of Contact Person

678-695-7223

Telephone Number of Contact Person

cculver@marietta-city.org_
mmixon@marietta-city.org

Email Address of Contact Person

2+ Years of Service

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing Marietta City Schools Paper goods for SNS for 14 Schools in the Marietta School District. Working with Staff of a weekly basis to help with orders and delivery of all locations.

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Bibb County Schools

Company Name Providing Reference

2011 Riverside DR. Macon, GA 31204

Address City/State/Zip

Condus Shuman/Windy Jones

Name of Contact Person

478-779-2611/478-305-2674

Telephone Number of Contact Person

condus.shuman@bcsdk12.net_
windy.jones@bcsdk12.net

Email Address of Contact Person

20+ Years of Service

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing Bibb County Schools School Nutrition Services paper and school nutrition goods for 20+ years. With delivery of
Paper goods to each school on a weekly basis. Working closely with procurement and administrative staff on a weekly

basis to provide services to keep their SNS for 50+ locations running on a daily basis.

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Gwinnett County Schools

Company Name Providing Reference

52 Gwinnett Dr. Lawrenceville, GA 30045

Address City/State/Zip

Ann Marie Serafin/ Helen Baker

Name of Contact Person

678-301-6337 / 770-822-6409

Telephone Number of Contact Person

Ann.Marie.Serafin@gcpsk12.org_

Helene.Baker@gcpsk12.org

Email Address of Contact Person

20+ Years of Service

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing Gwinnett County Schools School Nutrition Services paper and school nutrition goods for 20+ years

To the central warehouse for distribution . Providing over 140 school buildings and 182,000 students.

Working closely with Procurement and warehouse staff on a daily basis to provide multiple lines of business for orders and delivery.

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teresa_adams@dekalbschoolsga.org

roshanda_autrey@dekalbschoolsga.org
g

Email Address of Contact Person

40+ Years of Service
Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing DeKalb County School District School Nutrition Department for 40+ years of service.. Providing 138
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780 Montreal Road Tucker, GA 30084.

Address City/State/Zip

Cambe Humphrey/ Latwana Walton
Name of Contact Person

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Telephone Number of Contact Person

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org

Email Address of Contact Person

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Date/Duration of Service Relationship

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Telephone Number of Contact Person

Scott.krug@cherokee12.net

Email Address of Contact Person

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Name of Contact Person

678-695-7223

Telephone Number of Contact Person

cculver@marietta-city.org

mmixon@marietta-city.org

Email Address of Contact Person

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Date/Duration of Service Relationship

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Telephone Number of Contact Person

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hilliard_creath@dekalbschoolsga.org

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Address City/State/Zip

Cindy Culver/Marlo Mixon

Name of Contact Person

678-695-7223

Telephone Number of Contact Person

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mmixon@marietta-city.org

Email Address of Contact Person

2+ Years of Service

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Company Name Providing Reference

2011 Riverside DR. Macon, GA 31204

Address City/State/Zip

Condus Shuman/ Windy Jones
Name of Contact Person

478-779-2611/478-305-2674
Telephone Number of Contact Person

condus.shuman@bcsdk12.net_
windy.jones@bcsdk12.net

Email Address of Contact Person

20+ Years of Service
Date/Duration of Service Relationship

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Company Name Providing Reference

52 Gwinnett Dr. Lawrenceville, GA 30045

Address

City/State/Zip

Ann Marie Serafin/Helen Baker

Name of Contact Person

678-301-6337 / 770-822-6409

Telephone Number of Contact Person

Ann.Marie.Serafin@gcpsk12.org_

Helene.Baker@gcpsk12.org

Email Address of Contact Person

20+ Years of Service

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Providing Gwinnett County Schools School Nutrition Services paper and school nutrition goods for 20+ years

To the central warehouse for distribution . Providing over 140 school buildings and 182,000 students.

Working closely with Procurement and warehouse staff on a daily basis to provide multiple lines of business for orders and delivery.

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment F

ITB 24-19

Paper Products

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this ITB shall be used only for those purposes outlined in the ITB document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this ITB, the offeror shall consult with the DCSD ITB contact person as identified in the ITB document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Southeastern Paper Group

Offeror Company Name

Sales Representative Chad Cannon

Company Representative

03/07/2024

Date

Attachment G

ITB 24-19

Paper Products

Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "CONFLICT OF INTEREST"

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: *Chad Cannon*

Southeastern Paper Group
Company Name/Certifying Official Signature

Date: 03/07/2024

Attachment H
ITB 24-19
Paper Products
IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. Seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. Seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) CC (Initial here): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) CC (Initial here): Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

3) I CC (Initial here): Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

4) CC (Initial here) Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

- 5) CC (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

- 6) CC (Initial here) Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Chad Cannon
 Signature
 357636
 EEV/Basic Pilot Program
 User Identification Number

03/07/2024
 Date
9/27/2010
 Date of Authorization

Firm Name: Southeastern Paper Group
 Street/Mailing Address: 50 Old Blackstock Rd.
 City, State, Zip Code: Spartanburg SC, 29301
 Telephone Number: 404-606-9313
 Email Address: Chad.Cannon@sepapergroup.com

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
13 DAY OF March, 2024
Melissa Harris
 Notary Public

My Commission Expires: March 6, 2030



DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 357636

Date of Authorization: 9/27/2010

Name of Project: Paper Products

Solicitation Number (if applicable): ITB 24-19

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2024 in Spartanburg, SC
(city) (state)

Signature of Authorized Officer or Agent: Chad Cannon

Printed Name and Title of Authorized Agent: Chad Cannon Sales Representative

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12 DAY OF March, 2024

Notary Public: Melissa Harris

My Commission Expires: March 6, 2030



DEKALB COUNTY SCHOOL DISTRICT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 357636

Date of Authorization: 9/27/2010

Name of Subcontractor: _____

Name of Project: Paper Products

Solicitation Number (if applicable): ITB 24-19

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 13, 2024 in Spartanburg, SC
(city) (state)

Signature of Authorized Officer or Agent: Chad Cannon

Printed Name and Title of Authorized Agent: Chad Cannon Sales Representative

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13 DAY OF March, 2024

Notary Public Melina H

My Commission Expires: March 6, 2030



Attachment I

ITB 24-19 Paper Products

Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: *Chad Cannon*

Southeastern Paper Group

Company Name/Certifying Official Signature

Date: 03/07/2024

Attachment J

ITB 24-19

Paper Products

CIVIL RIGHTS STATEMENT AND ASSURANCE

The DeKalb County School District hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vii. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the DeKalb County School District agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the DeKalb County School District, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the DeKalb County School District.

Signature: Chad Cannon

Title: Sales Representative

Printed Name: Chad Cannon

Attachment K

ITB 24-19 Paper Products

BID EXCEPTION FORM

Vendor Name:	Invitation for Bid (IFB) for: School System: Type:	Date of Submittal:
Number and Title of each section of IFB that Bidder takes exception	Number and Title : Section:	Number and Title : Section:
Specific Sentence within each section	Sentence:	Sentence:
Alternate Provisions proposed by Bidder	Alternate:	Alternate:
Vendor's Authorization Signature: <i>Chad Cannon</i>		
Vendor's Authorization printed name: Chad Cannon		
Vendor's Title: Sales Representative		

Attachment L

ITB 24-19 Paper Products SIGNATURE PAGE

I certify that I have read this ITB document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this ITB. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this ITB submittal. Further, I certify that the contents of the response to this ITB are true, accurate and complete.

Chad Cannon

Printed Name/Engaging Authorized
Company Official

Sales Representative

Position/Title

Southeastern Paper Group

Offeror's Company Name

Chad Cannon

Signature/Engaging Authorized
Company Official

Chad.Cannon@sepapergroup.com

E-mail address

404-606-9313

Telephone Number

03/07/2024

Date



**SOUTHEASTERN
PAPER GROUP**
1-800-858-7230
credit@sepapergroup.com

R SOUTHEASTERN PAPER GROUP
E P.O. Box 748474
M Atlanta, GA
I 30374-8474
T
O

S DEKALB COUNTY
H XXXXXXXXXX
I XXXXXX XX XXXX
P
T
O

INVOICE NUMBER
123456

INVOICE

CUSTOMER NUMBER
XXXXX
INVOICE DATE
02/05/24
PURCHASE ORDER NO.
XXXXX
ORDER NO.
XXXX/00

DEKALB COUNTY
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX XXXXX

REPRINT FROM HISTORY

Page: 1

ITEM NUMBER	DESCRIPTION	QUANTITY				UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED	U/M	BACKORDR		
51008206	BC25Q1 SMART QUILON PAN LINER Pack:1000	1	1	CS		44.250	44.25
11600052	600052SM WH KIT (F,STRAW,NAP) Pack:1000	1	1	CS		26.950	26.95
11600318	ASL4/5 CLEAR SMART PORTION CUP Pack:25/100	1	1	CS		32.700	32.70
11298089	21738 BLACK 8OZ PORTION TRAY Pack:2000	2	2	CS		62.190	124.38
11600074	MSPK1 WH MED KIT Pack:1000	2	2	CS		26.950	53.90
11044504	YTHB0500SGBX/YTHB05000000 BLK Pack:500	2	2	CS		35.590	71.18
** Payment Terms: NET 30 DAYS							

DATE DUE 3/06/24

T 1 1/2% PER MONTH (18% P.R.) SERVICE CHARGE MAY BE APPLIED ON ALL PAST DUE BALANCES. IF
E PAYMENT IS NOT MADE ON THE DUE DATE, BUYER AGREES BY SIGNING THIS INVOICE OR TAKING
R DELIVERY OF THE MERCHANDISE DESCRIBED ABOVE TO PAY SERVICE CHARGES, ATTORNEYS' FEES
M AND ALL OTHER COSTS INCURRED IN THE COLLECTION OR ENFORCEMENT OF THE AMOUNT DUE.
S CUSTOM ORDERS CANNOT BE ACCEPTED FOR RETURN WITHOUT AUTHORIZATION. RETURNS MUST
BE RETURNED IN ORIGINAL CONTAINER AND IN RESALABLE CONDITION. ALL ORDERS MAY BE
SUBJECT TO A RESTOCKING CHARGE, PLUS ANY FREIGHT CHARGES INCURRED.

SUB TOTAL	353.36
SALES TAX	
SHIPPING	
MINIMUM ORDER FEE	
TOTAL INVOICE	353.36
AMOUNT TENDERED	

CUSTOMER NUMBER
XXXXXX

INVOICE DATE
02/05/24

INVOICE NUMBER
123456

TOTAL DUE BY 3/06/24
353.36

TOTAL DUE AFTER 3/06/24
363.96

DEKALB COUNTY
XXXXXXXXXXXXXXXXXXXX
XXXXXXXX XX XXXXX

REMIT TO ADDRESS BELOW

SOUTHEASTERN PAPER GROUP
P.O. Box 748474
Atlanta, GA
30374-8474



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

TO: ALL OFFERORS UNDER REQUEST FOR PROPOSAL)

ITB 24-19 School Nutrition Paper Products

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 1

ITB 24-19 School Nutrition Paper Products is hereby amended as follows:

1. This addendum was created to provide responses to the Q&A via IonWave.
2. All other conditions remain in full force and effect.
3. All offerors under this solicitation are kindly requested to acknowledge receipt of this Addendum 1 by signing the page below and uploading with your proposal.

Chad Cannon

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE



Q & A Response

The purpose of this document is to provide answers to vendor questions. Please see Questions and Answers included herein.

Solicitation Number: ITB 24-19	Solicitation Title: School Nutrition Paper Products
Requesting Department: School Nutrition	Date: 03/28/2024
Buyer: Sierra McGhee-Adams	RFX Initially Posted to Internet: 03/07/2024
Email Address: solicitationquestions@dekalbschoolsga.org	Telephone: 678-676-0532

RESPONSES MUST BE RECEIVED IN THE PURCHASING DEPARTMENT:

DEADLINE TIME - Before 2:00 PM, Tuesday, April 09, 2024

VIRTUAL PUBLIC ACKNOWLEDGEMENT OPENING
At 3:00 PM, Tuesday, April 019, 2024

RESPONSES TO BE OPENED: Beginning at 3:00 PM EST.

Via Microsoft Teams
DeKalb County School District
Purchasing Department
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083



#			
1.	For samples, See the Sealed Sample Identification Label posted to the website for printable labels. Where do we find this?		This template is in the “Attachments” tab section as “ITB 24-19 Paper Products SAMPLE LABEL TEMPLATE.”
2.	<p>1. Can you please provide the last awarded prices for this bid?</p> <p>2. Will orders be as needed or all at once?</p> <p>3. Will this ITB be awarded to one company, or several based on the lowest competitive bid?</p> <p>4. For items# 38-45 gloves: Is the quantity for estimated usage in boxes (100 per box) or gloves?</p>		<p>1. Submit an open record request to legal@dekalbschoolsga.org to obtain information.</p> <p>2. As needed, per school, per week.</p> <p>3. One vendor.</p> <p>4. Boxes</p>
3.	Is it possible to submit a partial bid? For example, only for items that do not require samples.		No.
4.	<p>Line 76- TRAYS SIX COMPARTMENTS: Foam- Is the district moving to this item in the future? 6 Compartment?</p> <p>The only reason I ask is that Line 77 has the highest usage in years past. TRAYS FIVE COMPARTMENT: Foam Line 77- TRAYS FIVE COMPARTMENTS: Foam</p> <p>Please advise. Thanks.</p>		Yes, DCSD is moving to six-compartment trays. The six-compartment trays are what we were using prior to the pandemic. DCSD transitioned to five-compartment trays due to availability.
5.	For all items needing samples- Sample required for testing. Is all that needed before April 9th or are samples only required if asked? Please advise.		All requested samples are required by the Due Date and Time as indicated on the "SAMPLE LABEL TEMPLATE".
6.	<p>If we would like to submit the specked item and an alternate lower cost alternative. Is that allowed?</p> <p>Can we create a 2nd tab on the Attachment BID Form for these items and number them? Or how would you like that submitted?</p>		No. Do not modify the Bid Form.



#			
7.	Can we submit the final version in ION wave one day and bring the samples before the 9th or does it all have to happen on the same day?		Yes, all submissions are due on or before April 9, 2024, by 2 PM. No exceptions.
8.	Can you pls tell me who your current supplier is?		Submit an open record request to legal@dekalbschoolsga.org to obtain information.
9.	Is current pricing available?		Submit an open record request to legal@dekalbschoolsga.org to obtain information.
10.	When submitting weekly orders to current supplier, does DCSD submit via online, or are they emailed, and the supplier enters the orders in their system?		Emailed
11.	Would a 2021- & 2022-Income statement be sufficient?		Yes.
12.	Will line 76- Six compartment Foam tray be full truckload deliveries each delivery?		No. The delivery amounts are based on need/school participation and not by truckload.
13.	Will line 19- 1 compartment hinged tray be full truckload delivery, each delivery?		No. The delivery amounts are based on need/school participation and not by truckload.
14.	Are deliveries on the 6 cpt try and 1 cpt hinged trays delivered to a central warehouse as opposed to site to site?		Each site is based on need/school participation.