



Superintendent:
Jonathan Patterson, Ph.D.

Where Excellence and Creativity Merge

Board of Education:
Roy Rabold, Chairman
Scott Hollowell, Vice-Chairman
Brian Anderson
Dr. Regina Daigre
Randy Hough

**Fayette County Public Schools
RFP #:2023-1
Request for Proposal Timeline**

Issue/Posting Date	June 22, 2023
Final Date for Written Questions	July 6, 2023 @ 4:00PM
Sealed Proposal Due Date and Time	July 24, 2023 @ 9:00AM
Proposal Due Location	School Nutrition Program Office 205 LaFayette Avenue Building A, Suite 604 Fayetteville, GA 30214
Proposal Opening Date and Time	July 24, 2023 @ 9:30AM
Proposal Opening Location	LaFayette Education Center, Building A
Start date and End Date of Proposal	July 25, 2023, through June 30, 2024
AWARDED TO:	

Proposal Identification

PROPOSAL FOR	NAME OF PRODUCT/SERVICE	LABEL ENVELOPE AS FOLLOWS:
<input type="checkbox"/>	Repair & Maintenance Service	"RFP REPAIR & MAINTENANCE SERVICE"
<input type="checkbox"/>	Temperature Monitoring	"RFP TEMPERATURE MONITORING"
<input type="checkbox"/>	Computers or Software	"RFP COMPUTERS or SOFTWARE"
<input type="checkbox"/>	Cafeteria Décor	"RFP CAFETERIA DECOR"
<input type="checkbox"/>	Cafeteria Furniture	"RFP CAFETERIA FURNITURE"
<input checked="" type="checkbox"/>	Food Safety and Sanitation	"RFP FOOD SAFETY AND SANITATION"

This RFP includes submitting samples of requested items.

DEFINITION

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

CFR: Code of Federal Regulations

CN: Child Nutrition

Contract Documents: Consist of the Agreement between the SFA and the Proposer, 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.

Cost Reimbursable Contract: A formal, legally enforceable contract that reimburses the awarded Proposer for costs incurred under the contract but does not provide for any other payment to the awarded Proposer, with or without a fixed fee. In a cost-reimbursable contract, allowable costs will be paid from the nonprofit school food service account to the awarded Proposer net of all discounts, rebates, and other applicable credits accruing to or received by the awarded Proposer.

FNS: Food and Nutrition Services

F.O.B.: Freight on Board

HACCP: Hazard Analysis Critical Control Point

NSLP: National School Lunch Program

O.C.G.A.: Official Code of Georgia Annotated

OMB: Office of Management and Budget

Proposer: A firm, individual, or corporation submitting a proposal in response to this RFP.

Request for Proposal (RFP): A type of solicitation document used in competitive proposal, where the primary consideration is cost, and the expectation is that competitive proposals will be received, and an acceptance (award) will be made to the responsive and responsible Proposer whose proposal is lowest in price and meets the specifications of the proposal. An RFP is a formal method of procurement that uses proposals and results in a fixed price or cost-reimbursable contract with or without adjustment factors. The RFP must be publicly advertised, and proposals shall be solicited from an adequate number of known Proposers, providing them with sufficient time to respond prior to the date set for opening the proposals.

SBP - School Breakfast Program

SFA: School Food Authority

SNP: School Nutrition Program

Solicitation: A document used by the SFA 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 Proposers must fulfill and all other factors to be used in evaluating the proposals.

USDA: United States Department of Agriculture

U.S.C.: United States Code

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

TRANSMITTAL PAGE

The Fayette County Public School Food Authority (SFA), is requesting and issuing this RFP (Request for Proposal) for the School Nutrition Program (SNP) for Food Safety and Sanitation. Sealed proposals are due by the date, time and location shown on the RFP Timeline. Sealed proposals will be opened at the date, time and location shown on the RFP Timeline.

INTENT

- a) It shall be the intent and purpose of this Request for Proposal (RFP) to cover the terms and conditions under which a successful Proposer shall be responsible to supply and deliver products to the SFA through proposal.
- b) The SFA is seeking to identify and select a Proposer to provide the items/services as listed in **Attachment A**. The selected Proposer shall provide products/services in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the RFP and any applicable Addenda.
- c) The SFA reserves the right to accept or reject any proposal, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the SFA without restricting competition.
- d) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective Proposer performance and eliminate unfair competitive advantage, Proposers that develop or draft specifications, requirements, statement of work, or requests for proposals must be excluded from competing for such procurements. (2 CFR 200.319)

CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this RFP, shall commence and terminate on the dates shown on the RFP Timeline. The effective date may not occur prior to the date on which the contract on July 25th, 2023
- b) **Extension Option** -The contract may be extended up to three (3) months at the same proposal pricing, provided mutual agreement by both parties in written form.
- c) **Renewal Option** - This contract may be renewed by mutual agreement of both parties in written form for no more than 4 additional 1-year terms based on Proposer performance.

PROPOSAL SUBMISSION PROCEDURES

The SFA is not liable for any costs incurred by Proposers prior to issuance of or entering a contract. Costs associated with developing the proposal, preparing for oral presentations (if applicable), and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the School Nutrition Program.

PROPOSER CONTACT INFORMATION

Company Name	
Street Address	
City, State, Zip	
Telephone	
Email address	

QUESTIONS CONCERNING PROPOSAL

Questions regarding this Request for Proposal shall be directed to:

Fayette County Board of Education
School Nutrition Program
Building A, Suite 604
LaFayette Avenue
Fayetteville, GA 30214
schoolmeals@fcboe.org

NO LATER THAN JULY 6TH, 2023 @ 4:00PM

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each Proposer to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The SFA will accept only written inquiries regarding this RFP until the date shown on the Request for Proposal Timeline, in order for a reply to reach all Proposers before the proposal closes and to give Proposers ample time to respond to any Addenda. Any information given to a prospective Proposer concerning an RFP, either during the pre-proposal meeting or through written inquiries, will be furnished to all prospective Proposers as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Proposers.

PROPOSAL PROCESS

Proposals **must** be enclosed in an envelope and sealed. Emailed proposals are unacceptable and will only be considered for sealed proposals.

- The outside of the envelope shall be clearly marked and labeled as shown on the RFP Identification Chart and include "RFP # 2023-1 for Fayette County School Food Authority. Return address on envelope should include the Proposer's complete mailing address.

Proposals shall be mailed or delivered to:

**Fayette County Board of Education
School Nutrition Program
Building A Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214**

NO LATER THAN 9:00 AM JULY 24TH, 2023

- Email submission is **not** acceptable.
- An Excel electronic copy and paper copy of the Quote Sheet along with any alternate or required information must be included inside the proposal package or with email submission (if acceptable as noted above). All proposals will be stamped and documented to validate time and date of receipt.
- Late proposals shall not be accepted. The SFA shall not be responsible for late receipt of proposals. Late proposals will be returned unopened to address provided on envelope or email (if accepted).
- If the Proposer submits documents with informalities, errors, or omissions such as, but not limited to, non-conforming security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents, the Proposer, in the SFA's sole discretion, may be given 72 hours from the time of the proposal opening in which to provide such information to the SFA.
- The SFA has the right to waive any, and all informalities.

AWARD DETERMINATION STATEMENT

- a) This RFP is intended to be awarded to a single Proposer and result in a cost reimbursable or a fixed price contract. All prices shall remain firm for the entire contract period unless otherwise noted in the Pricing and Method of Payment section.
- b) The award of this RFP is contingent upon available budget funds and approval of the Fayette County Board of Education.
- c) The SFA will award the contract to the lowest responsive and responsible Proposer meeting all terms, conditions, and specifications of the RFP, within approximately sixty (60) days of the opening of the proposals. Proposals received are an irrevocable offer for 60 days after the opening time and date. The SFA reserves the right, in its sole discretion, to accept or reject any, and all proposals or parts thereof.
- d) An official letter/email of acceptance will be forwarded by the SFA to the successful Proposer after proposal selection and prior to contract award.
- e) Upon acceptance and award of a Proposer's proposal, the contract between the Proposer and the SFA shall be drafted from (a) the RFP and addenda, (b) the selected response to the RFP by the Proposer and any attachments thereto, and (c) all written communications between the SFA and the Proposer concerning the transaction.
- f) The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

EVALUATION FACTORS

- a) Proposals will be evaluated in accordance with the required specifications as listed in this RFP. At the SFA's discretion, a proposal 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, proposals will be evaluated for the ability of the Proposer to provide, in the SFA's opinion, the best overall solution to meet the SFA's specifications.
- b) The SFA reserves the right to award a single contract for the total requirement of the RFP or award multiple contracts on a group or line item basis in any combination that best serves the interest of the SFA.
- c) Required references will be used in the evaluation of the proposal. Please complete *Attachment J*.

Evaluation Criteria and Award Process

After determining a proposal satisfies the mandatory requirements stated in the RFP, the SFA shall analyze each proposal received. The SFA and a committee will evaluate the proposal and use the following rubric. SFA will use the categories listed below.

Weight	Criteria
50 points	Purchase Price
20 points	Training & Safety Resources
15 points	Quality and Convenience Services
10 points	Customer Service
5 points	Added Value
Total	

ADDITIONAL INSTRUCTIONS

- a) **Modifications** – Original proposals cannot be modified after receipt. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Proposer to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Withdrawal** - Proposers may withdraw proposals at any time up to the scheduled time for receipt of proposals. Proposers desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition SFA before the proposal opening deadline (date and time). Proposers may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.
- c) **Examination** - It is the responsibility of each Proposer 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.

1) Proposers 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 Proposer 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.

2) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof in the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the Proposer 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 Proposer through examination of all documents or raising a question regarding requirements prior to submitting a proposal.

d) Rejection or Disqualification of proposals

- 1) A proposal 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.
- 2) The SFA reserves the right to waive a proposal's minor irregularities if rectified by Proposer within three business days of the SFA's issuance of a written notice of such irregularities.
- 3) The SFA reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer.
- 4) Issuance of this RFP in no way constitutes a commitment by the SFA to award a contract. The SFA reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this solicitation if it is determined to be in the best interest of the SFA.
- 5) Any Proposer who has a documented and demonstrated poor performance during a current or previous agreement with the SFA may be considered a non-responsible Proposer and their proposal may be rejected. The SFA reserves the right to exercise this option as is deemed proper and/or necessary. Proposer may be deemed non-responsible for up to two (2) years.

e) Evidence of Financial Capabilities (not required - best practice) –

After the proposal opening, Proposers must be prepared to present suitable evidence of their financial standing within three (3) business days after written 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 statement.

TERMS AND CONDITIONS

This contract between the SFA and the Proposer shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

LOBBYING CERTIFICATE (over \$100k)

A Lobbying Certification and Disclosure must be completed for all proposals \$100,000 and over. Please see and complete *Attachment D*. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Proposers that apply or submit a proposal 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.

DEBARMENT AND SUSPENSION VERIFICATION (over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible Proposers 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 and 2 CFR Appendix II to Part 200, Section (H).

The Proposer certifies that the Proposer and/or any of its sub Proposers 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 Proposer will immediately notify the School Food Authority if Proposer is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Proposers by a federal entity.

By signing this agreement, the Proposer 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. **See Attachment D**

REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

Immediate Termination - This contract will terminate immediately and absolutely if the SFA 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 SFA's sole discretion and shall be conclusive. Further, the SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- In the event the Proposer 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;
- The SFA determines that the actions, or failure to act, of the Proposer, its agents, employees or sub Proposers have caused, or reasonably could cause, life, health or safety to be jeopardized;
- The Proposer fails to comply with confidentiality laws or provisions; and/or
- The Proposer furnished any statement, representation, or certification in connection with the Contract or the proposal process, which is materially false, deceptive, incorrect or incomplete.

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 Proposer in default of its obligation under the Contract:

- The Proposer 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 the Contract, including, but without limitation, the express warranties made by the Proposer;
- The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- The Proposer fails to make substantial and timely progress toward performance of the Contract;
- The Proposer 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 Proposer terminates or suspends its business; or the SFA reasonably believes that the Proposer has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- The Proposer has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- The Proposer has engaged in conduct that has or may expose the SFA to liability, as determined in the SFA's sole discretion and/or
- The Proposer has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.

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

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

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 Proposer. Following termination upon notice, the Proposer 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.

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 Proposer as a result of the following:

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

Payment Limitation in Event of Termination- In the event of termination of the Contract for any reason the SFA shall pay only those amounts, if any, due and owing to the Proposer 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 Proposer'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 Proposer in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

The Proposer's Termination Duties- Upon receipt of notice of termination or upon request of the SFA, the Proposer shall:

- 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;
- Immediately cease using and return to the SFA, any personal property or materials whether tangible or intangible, provided by the SFA to the Proposer;
- Comply with the SFA's instructions for the timely transfer of any active files and work product by the Proposer under the Contract;
- Cooperate in good faith with the SFA, its employees, agents, and Proposers during the transition period between the notification of termination and the substitution of any replacement Proposer; and
- Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Proposer.

HUB (Historically Underutilized Business) STATEMENT

It is the intent of the SFA 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 and labor surplus area firm sources will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, proposals, or noncompetitive procurement (2 CFR 200.321).

Positive efforts include:

- Placing qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists
- Assuring that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources
- 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 area firms
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms
- 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
- Requiring the prime Proposer, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (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.")

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).

CLEAN AIR/ CLEAN WATER STATEMENT (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. Proposer 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. Proposer will immediately notify the School Food Authority of the receipt of any communication indicating that any of Proposer'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).

RECORD RETENTION AND ACCESS CLAUSE

The Proposer 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 SFA 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 Proposer 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 Proposer 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 Proposer shall not impose a charge for audit or examination of the Proposer's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Fayette County Board of Education reserves the right to charge the Proposer for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

NON-COLLUSION STATEMENT

"I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive proposal is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to a proposal by all conditions of this proposal and certify that I am authorized to sign this proposal for the Proposer 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 J**

CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses SFA funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the SFA shall participate in selection or in award or administration of a contract supported by the SFA 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;
- 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 Proposers or parties to sub-agreements; and the purchase of any food or service from a Proposer 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 Board of Education 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 a proposal 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 Director. The Board of Education will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

EXCEPTIONS TO TERMS AND CONDITIONS

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

VELOCITY REPORT (where applicable)

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

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

Proposer 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

HACCP REQUIREMENTS (Not Applicable to Equipment)

The SFA expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential Proposers and their manufacturers. Prior to awarding the contract, the SFA may require documentation verifying that a written HACCP plan is followed. The successful Proposer(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 Proposer(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. Proposer(s) shall provide ability to District of conducting a mock recall for product once per year. Proposer(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

PROPRIETARY INFORMATION

If a Proposer submits any document with the proposal that is considered to be proprietary in nature or is considered to be a trade secret, the Proposer shall notify the school district that the documents are included in the proposal. The school district will honor the request unless or until a competing Proposer asks to have access to the information. In such case, the school district will notify the affected Proposer that a challenge has been made. If the affected Proposer 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.

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

- All items shall be properly labeled. No private labels will be accepted on commercial products.

FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS

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

EQUIVALENT/ALTERNATE PRODUCTS

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

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

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. Proposer will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the proposal documents.

SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the proposal shall be rejected or returned to the Proposer at the Proposer's expense unless prior arrangements have been made with the Director of School Nutrition. Substitutions may be made only with prior approval of the **Kokeeta Wilder, SNP Director**. 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 proposal. Substitutions are to be priced at the same cost as the original awarded item.

PRICING INFORMATION and METHOD OF PAYMENT

- Prices: All prices offered shall be firm against any increase for 30 days 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.
- USDA Agricultural Marketing Service (AMS) Report,
- 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

Method of payment- The SFA 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.

Invoicing Invoices, at minimum, shall consist of the following information:

- a) Delivery location and date of delivery
- b) Item description and cost
- c) Extended cost for total quantity purchased
- d) Total cost of all products purchased
- e) Signature of acceptance

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

Fayette County Public Schools
School Nutrition Program
Building A, Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214

METHOD OF SHIPMENT/DELIVERY

Orders and deliveries - Orders and deliveries shall be supplied by the Proposer as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted unless approved in advance. 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 or at a mutually agreed upon date and time.

Credit - A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each school designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time and date.

All orders are to be delivered F.O.B. to the designated school sites.

In an emergency situation in which the SFA requires delivery in less than 2 days and the Proposer cannot provide the goods within the emergency delivery period, the SFA has the option to purchase those goods from another source with no penalty to either party.

Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been agreed upon by both parties.

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.

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:

1. After Proposer's first offense of providing sub-par quality product, late delivery and/or poor customer service, the SFA will call Proposer to report contract violation. The SFA will follow-up with a written letter to the Proposer documenting occurrence and putting the Proposer on notice that the documented occurrence is unacceptable.
2. After Proposer's second offense of providing sub-par product, late delivery and/or poor customer service, the SNP will send a certified notice to the Proposer 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 Proposer agrees to pay the SFA to purchase quality product at the Proposer's expense.
3. After the Proposer's third and final offense, the SFA will terminate the contract for cause in writing via email and regular mail, copying the District Purchasing Compliance Officer.

Emergency orders - In an emergency situation in which the Proposer cannot provide the supplies within the emergency delivery period, the SFA has the option to purchase those supplies from another source with no penalty to either party.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the SFA and the Proposer shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

ASSIGNMENT

The Proposer 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.

INDEPENDENT PROPOSER AND INDEMNITY

The Proposer shall act as an independent Proposer and not as an employee of the School Nutrition Program. Proposer 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 Proposer, its sub Proposers or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this RFP.

TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Proposer shall be prepared, upon written notice of proposal award, to commence delivery of goods pursuant to the award as indicated on the RFP Timeline as the Start Date and End Date of the proposal.
- b) The Proposer must comply with the time of performance.

FORCE MAJEURE

If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Proposer'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 Proposer for work already completed by the Proposer and the Proposer's warranty for work already completed.

EVIDENCE OF INSURANCE

The successful Proposer, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following coverage:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

Prior to commencement of performance of this Agreement, Proposer shall furnish to the SFA a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Fayette County 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 Fayette County Board of Education, School Nutrition Program. 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 Proposer, whichever shall occur later.

EXCEPTIONS

A Proposal submitted in response to this RFP constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this RFP, except to the extent that a Proposer takes exception to such provisions. To take exception to a provision of this RFP, the Proposer must clearly identify in the Proposal Exception form: (a) the number and title of each section of this RFP that the Proposer takes exception to; (b) the specific sentence within such section that the Proposer takes exception to; and (c) any alternate provision proposed by the Proposer.

See Attachment G

WARRANTY

Successful Proposer 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 Proposer shall replace any damaged or inferior product in a timely manner to minimize the disruption of the School Nutrition Program's operations.

SAMPLES:

The SFA reserves the right to request samples of any/all items indicated on the proposal schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the Proposer to incur all costs associated with the request of samples. Each sample is to be labeled with the Proposer's name, the item number as indicated on the Quote Sheets, and the proposal 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. Please provide samples for the following items

- Hand lotion
- Dishwashing liquid soap
- Powered Dry Bleach Pods
- Laundry Detergent

CONFLICT OF INTEREST

Proposer shall certify that this proposer's response is impartial, at arm's length, and free of any conflict of interest, unfair advantage, or personal benefit to any School Nutrition official and that no Fayette County employee or board member does not own any portion of a proposer's company so that there is not any conflict of interest.

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.

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.

RELEASE FROM CONTRACT

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

PIGGYBACKING CLAUSE

The Proposer agrees to allow the Fayette County School Nutrition Program and the following school districts (**See Attachment F** and each SFA piggybacking agreement form) to have the same terms, cost, and conditions as this proposal, during the time that this proposal is in effect and if piggybacking is approved by the proposer. SFAs may order items in quantities of one or more. Any liability created by purchase orders issued against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect following the award of this proposal, unless otherwise specified.

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 Proposer 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, materials, or articles.

DAVIS BACON ACT (for construction contracts in excess of \$2,000) (if applicable) [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, Proposers 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, Proposers 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, "Proposers and Sub Proposers 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 Proposer 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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable) [Appendix II to 2 CFR 200(f)]

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.

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

An SFA and its [Proposers](#) 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 guideline.

CIVIL RIGHTS STATEMENT AND ASSURANCE

The Fayette County School Nutrition 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);
- vi. 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.);
- viii. 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 Fayette County Public Schools 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 Fayette County Public Schools 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 Fayette County Public Schools

Signature: Nakeitha Carter

Printed Name: Nakeitha Carter

Title: Head Manager, Menus & Wellness

ATTACHMENT A

Specifications & Quote Sheet Proposal

DEFINITIONS (if applicable):

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

Pack size: With some items the proposed unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Proposer will be required to offer according to the designated proposed 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.

PROGRAM IMPLEMENTATION	<p>The program should be in schools and ready for use by August 2, 2023. Initial training for employees will be required on or before July 27, prior to the first day of school of each system.</p> <p>Seamless coordination and transition from the current program(s) to the vendor's program is expected. Projected installation dates must be provided to and approved by each SNP Director prior commencing any work. Regularly scheduled site visits are a required.</p>
GUARANTEE	<p>The successful bidder must guarantee that the items awarded on the bid will be the items that are received in the schools. Evidence of items being switched without notification will result in termination of the contract.</p>
FREQUENT SHORTAGES	<p>Successful bidders must guarantee that shortages will not be frequent. Frequent shortages will not be allowed and may result in termination of the contract.</p>
PACKAGING	<p>All packaging shall be standard commercial package. They should be individually packaged and pre-measured. They should also be readily available for individual distribution and easily opened for use. Package labeling clearly detailing proper dilution and use directions in Spanish and English. They should also be moisture proof and securely sealed to ensure freshness of the product and to protect contents from contamination. Packages which are dirty, mashed, torn open and damaged in any way will not be accepted. Production dates/ codes must be clearly marked. Chemicals must be packed in a manner which requires minimal shelf space for storage.</p>

<p>WALL CHARTS / SDS SHEETS</p>	<p>Wall charts indicating proper hand washing procedures are required. Proper labeling of spray bottles and mixing containers is required. Wall Charts detailing mixing and use instructions must be provided and posted. Vendor must supply and post, at each site, SDS (Safety Data Sheets) for all products supplied and complete a written training plan in accordance with OSHA's Hazardous Communication Act. The vendor is responsible for maintaining up to date SDS. The vendor is responsible for maintain up to date reference binders at each location and School Nutrition Central Office.</p>
<p>SPRAY BOTTLES / SANITIZER BUCKETS</p>	<p>Vendor must provide labeled spray bottles and sanitizer buckets at each site and replace as needed.</p>
<p>SANITIZER TEST STRIPS</p>	<p>Test strips will be provided at no extra charge at each participating school.</p>
<p>DISH MACHINE THERMOMETERS</p>	<p>Dish machine thermometers will be provided at no extra charge, as needed.</p> <p>*We have very small amount of schools that operate a dish machine.</p>

SITE VISITS AND PROGRAM IMPLEMENTATION

Regularly scheduled site visits are a required part of this proposal. The purpose of regularly scheduled site visits, at a minimum, will be to check stock (chemical and accessories), restock as necessary, provide any necessary contract-related equipment maintenance, provide ongoing training for staff, and assist with HACCP/food safety monitoring (as requested by Director). Technicians must manage par stock levels at each site with input from SNP staff. SNP staff must not be required to place orders for products. Site visits are expected to occur a minimum of ten (10) times per school year (monthly). Site visits should occur no less than twelve (12) school days apart. Site visits that may be required to resolve technical or supply issues may occur less than twelve (12) days from a regularly scheduled site visit. Technical support site visits shall not replace regularly scheduled site visits. A tentative schedule for site visit dates should be provided by August 1, 2023 of each year the contract is in force.

Within one (1) week following each site visit whether a routine visit or a non-scheduled service call, a report must be provided to the SNP Director in electronic format. The report must contain, at a minimum, the following items:

Name of company representative(s)

1. Date of visit and length of time spent at each site
2. Brief description of training and services provided
3. Description of areas of concern that may need re-instruction
4. How areas of concern should be addressed by the SNP manager as well as follow-up steps to be provided by vendor/vendor's representative.
5. An annual non-compliance report for each site must be provided to the Director by May 1 of each year the contract is in force. Technicians who perform site visits must be ServSafe® Certified. For consistency in training and monitoring, it is in the best interest of all parties involved in this contract that there is minimal variation in personnel performing site visits

<p>EDUCATIONAL COMPONENTS</p>	<p>Vendor must be able to provide in-service training as requested by each Director. In-service trainings may occur immediately prior to the beginning of each school year, may occur mid-year, or may occur at the end of the school year. Vendor must be able to offer ServSafe® certification classes at no cost including books/exams. Vendor must coordinate purchase of ServSafe® books/exams upon request. Vendor and SNP Director or her designee will coordinate additional training details. ServSafe® must be taught by a Certified ServSafe® instructor who is a permanent employee of the vendor. Vendor may not subcontract ServSafe® training to an outside entity. Vendor must provide ongoing training to SNP employees during each site visit. Training and Testing must occur during employees' normally scheduled work hours. Training should meet current OSHA guidelines for training employees who work with chemicals. Training topics must change monthly.</p> <p>Training topics may address, as a minimum: HACCP, food safety, proper chemical use, proper equipment maintenance, and workplace safety. Vendor must provide a schedule of the next year's proposed training topics by May 1 of each year contract is in force. Training modules must be approved and fall under the USDA Professional Standards Training Topics. Vendor must provide training verification forms for each site for each training occurrence. Training verification forms must be complete with the training topic pre-printed on the verification form. SN Director may make suggestions for training topics as deemed necessary.</p>

<p>CHEMICAL AND SUPPORTING MATERIALS</p>	<p>Chemicals must be packed in a manner which requires minimal shelf space for storage. Packaging, Safety Data Sheets (SDS), instructions, and dispensing tools should be graphically linked (either by color-coding or other graphic means). Wherever industry certification exists such as GreenSeal™ or DfE (Design for the Environment), products must be certified. Chemical inventory must be verified and replenished during each regular site visit. Recording instruments must be provided to support program implementation (e.g.: sanitizer concentration logs). A reference guide made of an easily cleanable material must be provided with instruction sheets, logs, and SDS.</p> <p>Supporting accessories must be included as part of this proposal. The following supporting accessories should be included: vinyl, non-abrasive scrubbing pads. Pads may not be cellulose sponges, stainless steel, or steel wool. Pads should not have detergent “pre-loaded”. Appropriate containers for diluted chemicals (e.g.: spray bottles, sanitizer buckets, pouring bottles) Individual nail brushes for each employee, Sanitizer test strips, Color coded sanitizer concentration chart (wall mounted or included with test strips) Elbow length pot and pan washing gloves, Goggles.</p>
<p>PRICES</p>	<p>The vendor shall provide pricing that includes all elements which are intended to meet bid requirements. The price proposed shall be for delivery of the program to all sites on a Set Annual Cost basis. The set annual cost must be identified. Monthly statements must be mailed to the SNP Central Office. Electronic delivery of invoices is acceptable and encouraged. Prices proposed are to be FOB delivered to any and all locations in the Fayette County School System. Proposals shall not include city, state, or federal taxes (tax exempt certificates will be provided upon request). Prices quoted are to remain firm July 25, 2023 through June 30, 2024.</p>
<p>VENDOR TECHNICIAN/ PROFESSIONAL CONDUCT</p>	<p>The vendor is responsible for verifying school calendars prior to scheduling visits. Vendor representative must be wearing a company provided/identifiable uniform and/or identification badge at the time of each visit. The vendor is responsible for ensuring that technicians who perform routine site visits and employee training are ServSafe Certified. The delivery personnel will act in a professional manner at all times. Unprofessional, rude or inappropriate language will not be tolerated.</p>

DELIVERIES:	All deliveries must be made between Mondays thru Fridays, 7:00AM - 2:00PM. Vendors must set up a regular weekly schedule of deliveries so that the cafeteria managers may know when to expect the delivery and notify the SNP of the designated day of the week. Any changes to the delivery schedule must be agreed upon by the Director of School Nutrition. A consistent schedule must be established prior to the first day of school. Inside deliveries are required to each school. Deliveries are to be made to the Cafeteria Manager. Under no circumstances will paper products be delivered and left unattended at the kitchen or back door prior to cafeteria staff arrival or after departure.
ORDERS	Emergencies: Vendor is responsible for guaranteeing a maximum of twenty-four (24) hour response time for technical or service issues. Technicians must manage par stock levels at each site with input from SNP staff. SNP staff must not be required to place orders for product.
BILLING AND PAYMENT	Prices shall include all charges for packing and transporting to the Fayette County Schools. Total price on invoice must equal quantities and individual unit cost. Billing must be calculated annually and billed in equal monthly installments over 10 months from August 2023 thru June 2024.
ITEM ADDITIONS AND DELETIONS	Fayette County School Nutrition reserves the right to delete items or to negotiate prices for new items with the successful vendor at any time during the bid period.
DEFAULT	If at any time the vendor makes a shipment that is not in accordance with the instructions, conditions, and specifications set forth by Fayette County School Nutrition, or without the consent of said school district, such delivery will constitute grounds for cancellation of the contract and /or removal of this vendor bid opportunities for a period of 2 year.
SIGNAGE/GRAPHIC	Vendor will provide handwashing and chocking posters for all schools. The vendor will also provide stickers for each school 3 compartments sinks. All signage will need to be laminated.

PRODUCT SPECIFICATIONS

<p style="text-align: center;">HAND SOAP/ HAND CARE</p>	<ul style="list-style-type: none"> • Medicated, USDA approved food-handler grade liquid hand soap • Product must be white/clear and silicone free • Product must clean and remove all dirt without the use of supplemental scrubbers or solvents • Product should be non-irritating to the skin • Product should be unscented or lightly scented • Product must be packaged in ready-to-use packaging with vendor provided dispensers • Provide wall charts indicating proper hand washing procedures at no additional charge • All dispensing equipment – hands free paper towel program to include installment at each site, HACCP approved. • Training for use at teach site
<p style="text-align: center;">HAND CREAM / LOTION</p>	<ul style="list-style-type: none"> • Product shall protect skin from irritation • Product should be lightly scented or unscented • Product not required to be anti-bacterial • Must be packaged in ready-to-use packaging with vendor-provided dispensers • Jergens or Vaseline or preapproved equal.
<p style="text-align: center;">ALL-PURPOSE GENERAL / GENERAL CLEANER</p>	<ul style="list-style-type: none"> • Product should be pre-measured and biodegradable • Product should be non-irritating to the skin • Product shall be non-caustic and non-corrosive when used according to directions • Product shall be unscented or lightly scented • Product must dilute equally well in hard or soft water • Product must not require high temperatures • Product shall be low sudsing and may be used in buckets or spray bottles. • Product must be easily rinsed from horizontal or vertical surfaces or may be of a chemical makeup which does not require rinsing (specify which). • Describe mixing ratio and method used to ensure that proper mixing ratio is achieved. • Describe application methods.

<p>HEAVY DUTY DEGREASER</p>	<ul style="list-style-type: none"> • Product to be used for heavy duty cleaning, degreasing, and stripping. • Product to be pre-measured and biodegradable and dilutes in hard or soft water • Product must dilute equally well in hard or soft water • Product must not require high temperature water for dilution • Product shall be non-caustic and non-corrosive when used according to directions • Describe mixing ratio and method used to ensure that proper mixing ratio is achieved • Describe application method
<p>HEAVY DUTY POT AND PAN DETERGENT FOR 3-COMPARTMENT SINKS</p>	<ul style="list-style-type: none"> • Pre-measured concentrated product which is unscented or lightly scented • Product shall be non-irritating to skin • Product must be usable with hard or soft water and must not require high temperature water for dilution, hot or cold • Product should not leave a film or residue when used according to directions, but may require rinsing following use on food contact surface • Product shall be non-caustic and non-corrosive when used according to directions • Describe mixing ratio and method used to ensure that proper mixing ratio is achieved • Describe application methods • Products must be available for individual distribution and easily opened for use • Package labeling clearly detailing proper dilution and use directions in Spanish and English
<p>SANITIZER</p>	<ul style="list-style-type: none"> • Must be a quaternary ammonium product. Chlorine or iodine-based sanitizers are not acceptable. • Must dilute equally well in hard or soft water and must be non- or very low sudsing. • Product shall be non-irritating to the skin. • Product must be EPA registered. • When mixed according to directions, product shall provide an active quaternary sanitizer of 200 ppm. • Describe mixing ratio and method used to ensure the proper concentration is achieved in a variety of containers • Test strips are to be provided at no extra charge at each participating school • Proper labeling of spray bottles and mixing containers is required. • Provide wall charts detailing mixing and use instructions

<p>DRY LAUNDRY POWDERED BLEACH</p>	<ul style="list-style-type: none"> • Powdered • White • Order less • Nonflammable • Fully soluble in water • Individual Pods
<p>DISH MACHINE DETERGENT</p>	<ul style="list-style-type: none"> • Must be 100% concentrated to use at full strength • Must be automatically dispensed via a closed-loop system which protects workers from exposure • Should be effective in hard or soft water and effective at cleaning varying degrees of soil • Must contain an aluminum-safe metal protectant • Must be equally effective when used in ware washing equipment that uses high temperature or chemical sanitizing methods • Must contain soil suspending agents which will help prevent soils and debris from re-depositing onto equipment surface • Must contain surfactants to aid in rinsing and film removal • Describe product packaging and directions for use
<p>DISH MACHINE RINSE/ DRYING AGENT</p>	<ul style="list-style-type: none"> • Must be 100% concentrated, to use at full strength • Must be automatically dispensed via a closed loop system which protects workers from exposure • Must be equally effective when used in ware washing equipment that uses high temperature or chemical sanitizing methods • Must contain surfactants which speed drying time and help eliminate water spots and streaks from equipment • Describe product packaging and directions for use.

LIME SCALE REMOVER AKA: DESCALER/DELIMER	<ul style="list-style-type: none"> • Mild acid with added detergent to aid in the removal of the lime film, iron stains, and scale on washable surfaces • Must work equally well in hard or soft water • May not contain hydrochloric acid (HCl) • Describe product packaging and directions for use • Intensive Tile cleaner; Must remove hard and soft water stains from tile • Must remove stubborn soils and grease from ceramic tiles and grout
GERMICIDE	<ul style="list-style-type: none"> • An agent that kills germs, especially pathogenic microorganisms; a disinfectant; primarily used to clean cafeteria tables between services and etc.
WALK-IN FREEZER FLOOR CLEANER	<ul style="list-style-type: none"> • USED ONLY WHEN NEEDED OR WHEN NECESSARY • This product will be ordered ONLY on an as needed basis • Usage will be minimal; if any
NAIL BUSH/SCRUB BRUSH	<ul style="list-style-type: none"> • Stiff Bristles • High-Quality • Durable Material • Easy to Handle
LIQUID DISH SOAP	<ul style="list-style-type: none"> • Dual Surfactant System • Concentrated • Delivered to Central Office as needed • Easy Squeeze Bottle • Dawn or Palmolive or preapproved equal • Central office USE ONLY
INSTANT HAND SANITIZER DISPENSER	<ul style="list-style-type: none"> • Green certified • Fragrance and dye free • Used in professional environments • Liquid or foam • Used to decrease infectious agents on the hands • Verified for use as a hand sanitizing product in food service environments • Formulated with an enriched moisturizing agent • Triggering the dispenser must be possible without using hands • Alcohol-based • Example: Purell
OVEN CLEANER	<ul style="list-style-type: none"> • Made from biodegradable products • Does not generate fumes • Non-corrosive • Heavy duty

LAUNDRY DETERGENT	<ul style="list-style-type: none">• Premeasured single-use packets• Designed for use in washing machine.• Gain or
HAND SANITIZER	<ul style="list-style-type: none">• Kills 99.995 of germs• No more than 34 fl. oz bottle• Contain minimum of 60% ethyl alcohol

The Fayette County School District has 24 school nutrition sites. An average of 1,080 breakfasts and 8,640 lunches are served daily.

ITEM #	BRAND OR EQUAL	CODE NUMBER	PACKED SIZE
HAND SOAP/ HAND CARE			
HAND CREAM / LOTION			
ALL PURPOSE GENERAL / GENERAL CLEANER			
HEAVY DUTY DEGREASER			
HEAVY DUTY POT AND PAN DETERGENT FOR 3 COMPARTMENT SINKS			
SANITIZER			
DISH MACHINE DETERGENT			
DISH MACHINE RINSE/ DRYING AGENT			
LIQUID DISH SOAP			
LIME SCALE REMOVER AKA: DESCALER/DELIMER			
GERMICIDE			
WALK-IN FREEZER FLOOR CLEANER			
POWDERED LAUNDRY DRY BLEACH			
INSTANT HAND SANTIZER/DISPENSER			
OVEN CLEANER			
LAURDRY DETERGENT			
HAND SANITIZER			

Total Annual Program Cost \$ _____

10 Equal Installments \$ _____

**ATTACHMENT B
PROPOSAL FORM**

Notice to Proposers:

It is essential that the submitted Proposal complies with all the requirements contained in this RFP. The undersigned Proposer agrees, if this proposal is accepted, to enter into an agreement with the SFA to perform and furnish all products as specified or indicated in the contract documents.

This Proposal is submitted to:
Fayette County Board of Education
School Nutrition Program
Building A, Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214

This Proposal is submitted on this date: _____
(MM/DD/YYYY)

This Proposal is valid for sixty (60) days from the date of the public opening of the proposals.

Communications and questions regarding this proposal are to be directed to:

Fayette County Public Schools
School Nutrition
Building A, 604
205 LaFayette Avenue, Suite 604
Fayetteville, GA 32014
schoolmeals@fcboe.org

Receipt of Addenda: (if applicable)

In submitting this Proposal, Proposer represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Proposer:

The following documents are attached to and made part of the Proposal (check all that apply):

- ☐ Lobbying Certificate ☐ Specifications ☐ Debarment Status Form ☐ Anti-Collusion Affidavit
☐ Proposer Proposal Form ☐ Contract Signature Page ☐ Proposal Exception Form ☐ References

Proposal Pricing

Unless items are specifically excluded in the Proposal, the SFA shall deem the Proposal to be complete and shall not be charged any costs above and beyond the amount as set forth by the Proposer herein.

Total Proposal Price: \$ _____

Authorized Signature of Proposer: (This proposal form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ LLC

Proposer attests that:

They have thoroughly reviewed this RFP and that this response is submitted in accordance with the RFP requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**: _____

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**: _____

Witness's Name: _____

Witness's Title: _____

****For Corporations:** The proposal must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.

**ATTACHMENT C
DELIVERY SITE(S)**

Fayette County Schools Nutrition Program

All items will be delivered to the following Sites

BENNETT'S MILL MIDDLE SCHOOL 210 Lester Road Fayetteville, GA 30214 PHONE: 770-716-3982 FAX: 770-716-3983 GRADES: 6-8 David Hudson	KEDRON ELEMENTARY 200 Kedron Drive Peachtree City, GA 30269 PHONE: 770-486-2700 FAX: 770-486-2707 GRADES: K-5 Annette MacEachern	SARA HARP MINTER ELEMENTARY 1650 Hwy. 85 South Fayetteville, GA 30215 PHONE: 770-716-3910 FAX: 770-716-3914 GRADES: K-5 Tina Bowlden
BRAELINN ELEMENTARY 975 Robinson Road Peachtree City, GA 30269 PHONE: 770-631-5410 FAX: 770-631-5430 GRADES: K-5 Odessa Beckham-Dopwell	MCINTOSH HIGH 201 Walt Banks Road Peachtree City, GA 30269 PHONE: 770-631-3232 FAX: 770-631-3278 GRADES: 9-12 Jeri Drake	SPRING HILL ELEMENTARY 100 Bradford Square Fayetteville, GA 30214 PHONE: 770-460-3432 FAX: 770-460-3433 GRADES: K-5 Michele Cleghorn
CLEVELAND ELEMENTARY 190 Lester Road Fayetteville, Ga. 30215 PHONE: 770-716-3905 FAX: 770-716-3909 GRADES: K-5 Lisa Jenkins	NORTH FAYETTE ELEMENTARY 609 Kenwood Road Fayetteville, GA 30214 PHONE: 770-460-3570 FAX: 770-460-3581 GRADES: Pre-K-5 Robin Phillips	WHITEWATER MIDDLE 1533 Highway 85-South Fayetteville, GA 30215 PHONE: 770-460-3450 FAX: 770-460-0362 GRADES: 6-8 Janice Garner
CRABAPPLE LANE ELEMENTARY 450 Crabapple Lane Peachtree City, GA 30269 PHONE: 770-487-5425 FAX: 770-487-6590 GRADES: PRE-K-5 Gerald Joseph	OAK GROVE ELEMENTARY 101 Crosstown Road Peachtree City, GA 30269 PHONE: 770-631-3260 FAX: 770-631-5431 GRADES: Pre-K-5 Lori Duncan	WHITEWATER HIGH 100 Wildcat Way Fayetteville, GA 30215 PHONE: 770-716-3905 FAX: 770-716-3973 GRADES: 9-12 Jerome Perrien
FAYETTE COUNTY HIGH 1 Tiger Trail Fayetteville, GA 30214 PHONE: 770-460-3540 FAX: 770-460-3410 GRADES: 9-12 Vickie Lindstrom	PEACHTREE CITY ELEMENTARY 201 Wisdom Road Peachtree City, GA 30269 PHONE: 770-631-3250 FAX: 770-631-3249 GRADES: Pre-K-5 Marcus Jones	J. C. BOOTH MIDDLE 250 Stagecoach Road Peachtree City, GA 30269 PHONE: 770-631-3240 FAX: 770-631-3245 GRADES: 6-8 Stephanie McClendon
FLAT ROCK MIDDLE 325 Jenkins Road Tyrone, GA 30290 PHONE: 770-969-2830 FAX: 770-969-2835 GRADES: 6-8 Cheryl Vandergriff	PEEPLS ELEMENTARY SCHOOL 153 Panther Path Fayetteville, GA 30215 PHONE: 770-486-2734 FAX: 770-486-2731 GRADES: K-5 Emily Morris	Alternative/Open Campus 450 Grady Avenue Fayetteville, GA 30214 PHONE: 770-460-3551, X 226 FAX: 770-460-3905 Vickie Lindstrom
FAYETTEVILLE ELEMENTARY 490 Hood Avenue Fayetteville, GA 30214 PHONE: 770-460-3560 FAX: 770-460-3402 GRADES: Pre-K-5 Deva Burk	STARR'S MILL HIGH/ RISING STARR MIDDLE 193 Panther Path Fayetteville, GA 30215 PHONE: 770-486-2710 FAX: 770-486-2716 GRADES: 9-12 GRADES: 6-8 Maureen Hankey	
HUDDLESTON ELEMENTARY 200 McIntosh Trail Peachtree City, GA 30269 PHONE: 770-631-3255 FAX: 770-631-3252 GRADES: K-5 Patricia Carabajal	ROBERT J. BURCH ELEMENTARY 330 Jenkins Road Tyrone, GA 30290 PHONE: 770-969-2820 FAX: 770-969-2824 GRADE: Pre-K-5 Chris Westmoreland	
INMAN ELEMENTARY 677 Inman Road Fayetteville, GA 30214 PHONE: 770-460-3565 FAX: 770-460-3563 GRADES: PRE-K -5 Brenda Strickland	SANDY CREEK HIGH 360 Jenkins Road Tyrone, GA 30290 PHONE: 770-969-2840 FAX: 770-969-2838 GRADE: 9-12 Maureen Harben	

ATTACHMENT D

LOBBYING CERTIFICATION DISCLOSURE

**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

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, 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.

RFP # (ENTER #) _____

[illegible]

ATTACHMENT F-1

LIST OF SCHOOL SYSTEMS THAT DESIRE TO PIGGYBACK

SCHOOL DISTRICT PIGGYBACKING PARTICIPATION AGREEMENT

RFP FOR: Food and Sanitation

RFP #:2023-1

SCHOOL YEAR: 2023-204

The Fayette County Public School Nutrition agrees to this piggybacking provision to enter into a contract with **(Insert the awarded Proposer)* for the purchase of the items described herein in this proposal document based on the same terms, conditions, prices and products offered by the successful vendor to *(Insert Name of system that you are piggybacking off)* County/City School District.

Minor changes in delivery terms and conditions, number of schools and delivery frequencies may be discussed by participating SFA for up to 30 days following the award of this contract. The following SFA **may participate** in the final contract.

*Proposer name and signature will be warranted once contract is awarded.

NAME OF SCHOOL

DISTRICT: _____

ADDRESS:

SCHOOL NUTRITION DIRECTOR: _____

PHONE: _____ E-MAIL: _____

NUMBER OF SCHOOLS: _____

DELIVERY FREQUENCY: _____

(Example: 1 x a week; 2 x a week; daily, etc.)

School District Authority Signature:

Name: (printed)

* Awarded Vendor Signature:

Name of Company: (printed)

ATTACHMENT G

PROPOSAL EXCEPTION FORM

Proposer Name:	REQUEST FOR PROPOSAL (RFP) for: School System: Type:	Date of Submittal:
Number and Title of each section of RFP that Proposer takes exception	<u>Number and Title:</u> <u>Section:</u>	<u>Number and Title:</u> <u>Section:</u>
Specific Sentence within each section	<u>Sentence:</u>	<u>Sentence:</u>
Alternate Provisions proposed by Proposer	<u>Alternate:</u>	<u>Alternate:</u>
Proposer's Signature:		
Proposer's printed name:		

ATTACHMENT H
ANTI-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY/CITY OF: _____

_____, of lawful age, being first sworn on oath say, that they are the agent authorized by the Proposer to submit the attached proposal. Affiant further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from offering; or with any state official or employee to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the Proposer had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this proposal.

Signed

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public (or Clerk or Judge) _____

My commission expires: _____(MM/DD/YYYY)

ATTACHMENT I

E-VERIFY
PROPOSER AFFIDAVIT

By executing this affidavit, the undersigned Proposer verifies its compliance with O.C.G.A. § 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County Board of Education 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 Proposer will continue to use the federal work authorization program throughout the contract period and the undersigned Proposer will contract for the physical performance of services in satisfaction of such contract only with sub Proposers who present an affidavit to the Proposer with the information required by O.C.G.A. § 13-10-91(b). Proposer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Number (4 to 6 digit number)

Date of Authorization

Name of Proposer

Fayette County Board of Education

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

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Proposer Reference Form

Company Name:

Business or School System
Name

Contact Name and Phone
Number

Dates of Service

To/From:

[illegible]

Reference Questions are included as a part of the evaluations process. Inability to contact references will result in the failure to earn points for this portion of scoring during the evaluation process.

Questions for References

1. How did you come across this Proposer, and what made you go with them?
2. What are the top three strengths of this Proposer?
3. What are three areas where this Proposer can improve?
4. On a scale of 1-5, with five being very satisfied, how satisfied are you with the service and quality of products
5. What this Proposer has provided?
6. On a scale of 1-5, with five being very likely, what is the likelihood that you would choose to use this Proposer again in the future?

(On a scale of 1-5, 1-3 earns 1 point, and 4-5 earns 2 points.)

VENDOR CONTRACT SIGNATURE PAGE
(signed and dated AFTER contract award)

This agreement is dated as of _____(MM/DD/YYYY) by and between the

Fayette County Nutrition Program (SFA) and _____, hereinafter called Vendor.

The Fayette County Nutrition Program and Vendor in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

Vendor shall provide all food safety and sanitation as specified or indicated in the Contract Documents. Vendor shall supply and deliver food safety and sanitation to the Fayette County Nutrition Program, 23 school(s) as designated, if applicable to this solicitation.

ARTICLE 2. CONTRACT TIME

The food, equipment, supplies, goods or service shall be in accordance with this Agreement and are to be completed as specified in RFP.

ARTICLE 3. CONTRACT PRICE

The Fayette County Nutrition Program shall pay Vendor for delivery of specified goods in accordance with the Vendor's proposal, which is attached hereto. The Fayette County Nutrition Program shall pay Vendor net 30 days from date of delivery unless other terms of payment are agreed upon in writing.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

Fayette County Public Schools
School Nutrition Program
Building A, Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the SFA to enter into this Agreement, Vendor makes the following representations:

- 6.1 Vendor has examined and carefully studied the Contract Documents and all other related data identified in the
Proposing Documents.
- 6.2 Vendor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect
cost, progress, performance and furnishing of the food safety and sanitation.

ARTICLE 6. CONTRACT DOCUMENTS

Upon acceptance, review, and award of a contract with the approved Vendor, a contract will be issued. The Contract Documents, which comprise the entire agreement between Fayette County Nutrition Program and Vendor concerning the work, consist of the following:

- Transmittal Page –
- Terms and Conditions
- Attachment A: Specifications & Quote Sheet
- Attachment B: Proposer Proposal Form
- Attachment C: Delivery Site(s)SFA
- Attachment D: Lobbying Certification Disclosure
- Attachment E: Debarment, Suspended and Ineligible Status
- Attachment F: Piggybacking Agreement Form
- Attachment G: Proposal Exception Form
- Attachment H: Anti-Collusion Affidavit
- Attachment I: Proposer Affidavit with E-Verify
- Attachment J: Proposer Reference Form
- Vendor Contract Signature page –

There are no Contract Documents other than those listed in Article 6. The Contract Documents may only be amended, modified, or supplemented by written agreement between both parties.

CONTRACT SIGNATURES

IN WITNESS WHEREOF, Fayette County Nutrition Program and _____ have signed this Contract **once awarded**.

This Agreement will be effective July 25, 2023 for SY' 2023-2024

Fayette County Board of Education

_____ Signature of Board member or designee

_____ Printed Name of Board member or designee

_____ Date (MM/DD/YYYY)

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Printed Name of Company Representative

_____ Date (MM/DD/YYYY)