

Superintendent
Jonathan S. Patterson, Ph.D.



Board of Education:
Scott Hollowell, Chairman
Roy Rabold, Vice-Chairman
Brian Anderson
Randy Hough
Leonard Presberg

Fayette County School Nutrition Program
REQUEST FOR PROPOSAL
RFP #: 2022-1R

Bid Issue Date	June 7, 2022
Final Date for Written Questions	June 21, 2022
Bid Due Date and Time	July 11, 2022
Bid Due Location	Fayette County Board of Education School Nutrition Program 205 Lafayette Avenue, Suite 604 Fayetteville, GA 30214
Bid Opening Date and Time	July 11, 2022 10:00 am
Bid Opening Location	Fayette County Board Education Building A
Award Date (per award letter)	July 13, 2022,
Installation or Start Date	July 13, 2022 through June 30, 2023
Name of Awardee (completed after contract is awarded)	

BID FOR	NAME OF PRODUCT	LABEL SEALED ENVELOPE AS FOLLOWS:
X	Milk and Dairy	"RFP MILK AND DIARY "

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DEFINITIONS

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

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

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

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

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

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

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

NSLP: National School Lunch Program

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

Purchase Unit: The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

SBP: School Breakfast Program

SFA: School Food Authority

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

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

Renewal Option - This contract may be renewed by mutual agreement of both parties in written form. (1-year term with the option to renew 4 additional 1-year terms based on vendor performance.)

**SECTION 1
TRANSMITTAL PAGE**

The Fayette County School Food Authority (SFA) is requesting sealed proposal for School Nutrition for **milk and diary** products. Bids are due by the date, time and location shown on the chart on the first page of the Invitation to Bid. Bids will be opened at the date, time and location shown on the chart on the first page of the "Invitation to Bid".

Sealed Bids shall be mailed or delivered to:

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

Questions regarding this Invitation for Bid shall be directed in writing to:

Nakeitha Carter
Menu and Wellness, Lead Manager
Fayette County Board of Education
205 LaFayette Avenue
Fayetteville, GA 30214
schoolmeals@fcboe.org

No later than 4 pm on June 21, 2022

INTENT

It shall be the intent and purpose of this Invitation for Bid (RFP) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver products to the Fayette County Board of Education, School Nutrition Program through sealed bids. School food authorities shall comply with the requirements of 7CFR 210.21 and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements, concerning the procurement of all goods and services with nonprofit school food service account funds.

The SFA is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list in Attachment. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the RFP and any applicable Addenda.

The SFA reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the SFA.

CONTRACT TIME PERIOD

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 "INVITATION TO BID".

Extension Option -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form.

BID SUBMISSION PROCEDURES

The Fayette County School Nutrition Program is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this RFP are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the School Nutrition Program.

Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked as shown on Page #1 of this document entitled “**RFP #2022-1R for FAYETTE COUNTY SCHOOL NUTRITION**”. Bids must be received by the SFA no later than the date shown on Page #1 of this document entitled INVITATION FOR BID(RFP). Late bids shall not be accepted. The Fayette County School Nutrition Program shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the location as stated above. Emailed and/or faxed bids **are not acceptable** and will not be considered for **SEALED BIDS. An Excel electronic copy and a paper copy of the bid Quote Sheet, along with any alternate or required. Information must be included inside the sealed bid package.** If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the SFA’s sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the SFA. The SFA has the right to waive any and all informalities.

BID OPENING DATE/TIME/PLACE

Monday, July 7, 2022 @ 10:00 AM
Fayette County Board of Education
School Nutrition Program
205 LaFayette Avenue
Building A, Suite 604
Fayetteville, GA 30214

AWARD DETERMINATION STATEMENT

This RFP is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period. The award of this RFP is contingent upon available budget funds and approval of the Fayette County Board of Education. The School Nutrition Program will award the contract to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the RFP, within approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. The School Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof. An official letter of acceptance will be forwarded by the School Nutrition Program to the successful Bidder after bid selection and prior to contract award.

Upon acceptance and award of a vendor's bid, the contract between the Bidder and the SFA shall be drafted from (a) the RFP and addenda, (b) the selected bid response to the RFP by the Bidder and any attachments thereto, and (c) all written communications between the SFA and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

SYSTEM CONTACT INFORMATION

This Invitation for Bid (RFP) is issued by the Fayette County School Nutrition Program. All inquiries, clarifications, or interpretations regarding this RFP should be directed by email to:

Nakeitha Carter
Menus and Wellness, Lead Manager
schoolmeals@fcboe.org

Brochures, Catalogs, Manuals, Websites, and Literature

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

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 Bidder 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 Page #1 of this document entitled INVITATION TO BID, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an RFP will be furnished to all prospective Bidders as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VENDOR CONTACT INFORMATION

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

SECTION 2 STANDARD TERMS AND CONDITIONS

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

LOBBYING CERTIFICATE (for bids over \$100k)

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

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

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

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

By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or have 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 government wide 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.

BUY AMERICAN STATEMENT (Food only)

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American: Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Documentation must be received that requests (1.) Consideration on the use of domestic alternative foods before approving an exception and (2.) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and (3.) The use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

The Fayette County School Nutrition Program determines that the actions, or failure to act, of the Vendor, its agents, employee sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized; The Vendor fails to comply with confidentiality laws or provisions; and/or the Vendor furnished any statement, representation, or certification in connection with the contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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 Fayette County School Nutrition Program to declare the Vendor in default of its obligation under the Contract.

The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made; the SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur; the Vendor fails to make substantial and timely progress toward performance of the Contract.

The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Fayette County School Nutrition Program reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and order when performing within the scope of the Contract;

The Vendor has engaged in conduct that has or may expose the Fayette County School Nutrition Program or the State to liability, as determined in the Fayette County School Nutrition Program sole discretion; or The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Fayette County School Nutrition Program, the state, or a third party.

Notice of Default- If there is a default event caused by the Vendor; the Fayette County School Nutrition Program shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Fayette County School Nutrition Program written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Fayette County School Nutrition Program 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 Vendor, 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 Fayette County School Nutrition Program may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the Fayette County School Nutrition Program up to and including date of termination.

Termination Due to Change in Law- The Fayette County School Nutrition Program shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:

The Fayette County School Nutrition Program authorization to operate is withdrawn or there is a material alteration in the programs administered by the Fayette County School Nutrition Program; and/or the Fayette County School Nutrition Program's duties are substantially modified.

Payment Limitation in Event of Termination- In the event of termination of the Contract for any reason by the Fayette County School Nutrition Program, the shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the Fayette County School Nutrition Program is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Fayette County School Nutrition Program under the Contract in the event of termination. The Fayette County School Nutrition Program shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

The Vendor's Termination Duties- Upon receipt of notice of termination or upon request of the Fayette County School Nutrition Program, the Vendor 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 Fayette County School Nutrition Program may require;

Immediately cease using and return to the Fayette County School Nutrition Program, any personal property or materials, whether tangible or intangible, provided by the Fayette County School Nutrition Program to the Vendor; Comply with the Fayette County School Nutrition Program instructions for the timely transfer of any active files and work product by the Vendor under the Contract;

Cooperate in good faith with the Fayette County School Nutrition Program, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and Immediately return to the Fayette County School Nutrition Program any payments made by the Fayette County School Nutrition Program for goods and services that were not delivered or rendered by the Vendor.

HUB (Historically Underutilized Business) STATEMENT

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

Positive efforts include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
2. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
3. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
4. 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
5. Requiring the prime vendor, 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 (for bids over \$10k)

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

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

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.

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

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

CIVIL RIGHTS STATEMENT AND ASSURANCE

The Fayette County School Nutrition Program hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA
6. Amendment Act of 2008 (42 U.S.C. 12131-12189);
7. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
8. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

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.

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 School Nutrition Program 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 School Nutrition Program, 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 School Nutrition Program.

Signature: _____

Title: _____

Printed Name: _____

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

RECORD RETENTION AND ACCESS CLAUSE

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

BID PROTEST PROCEDURES

Any protest shall be in writing and shall be delivered to the Fayette County School Nutrition Program designated Protest official at the designated Fayette County School Nutrition Program. A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or an authorized representative of the protestor;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
5. The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above. The Fayette County School Nutrition Program shall in all instances disclose information regarding protests to the State Agency. The Fayette County School System Nutrition Department makes the final decision.

NON-COLLUSION STATEMENT

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

CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the Fayette

County School Nutrition Program shall participate in selection or in award or administration of a contract supported by the School Nutrition Program funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

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

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the 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 abide by the above stated code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department. The Fayette County School Nutrition Program will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the School Nutrition Program.

DUTY TO EXAMINE

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

EXCEPTIONS TO TERMS AND CONDITIONS

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

VELOCITY REPORT (where applicable)

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

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

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

SECTION 3
SPECIAL TERMS AND CONDITIONS

HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS

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

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

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

Bidder(s) shall provide the ability to the District of conducting a mock recall for product once per year. Bidder(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

PROPRIETARY INFORMATION

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

TRADE NAME, LABELS AND OTHER REQUESTS

All items shall be properly labeled. No private labels will be accepted on commercial products. Must provide the latest Nutrition data, and Child Nutrition label must provide on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive separate from the bid and marked "NUTRITIONALINFORMATION". Or website access must be provided complete with login information and web address for access with bid documents. In the event of loss of state or federal funds due to bidder(s) failure to meet CN label/product analysis requirements, the bidder(s) shall reimburse losses to the School Nutrition Program.

FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS

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

EQUIVALENT/ALTERNATE PRODUCTS

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

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

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

METHOD OF PAYMENT AND PRICING INFORMATION

Escalation and De-escalation Clauses

In the event the request brand names and models are discontinued by the manufacturer, and are replaced with new models, or the manufacturer's price increases the following pricing mechanisms shall apply.

1. Only (1) price change per year. These changes will take place during the renewal of contract annual process, except for milk and produce.
2. Price changes will be allowed only if the contractor provides to Fayette County Schools a letter from the manufacturer on the manufacturer's letterhead with an authorized signature and date, stating that the bided items are discontinued and identifying the replacement items. The letter shall also state the current manufacturer's price along with the manufacturer's price increase. The manufacturer shall certify that the price increase is "across the board" for all customers. This is the only cost increase Fayette County Schools will accept during the course of this contract. Note: The increase that will be allowed is the total dollar increase in the manufacturer's price. No additional profit or administrative cost will be allowed.
3. Price change from the manufacturer shall go into effect thirty (30) days after written notification is received by the Purchasing Department.
4. The price increase will have a 7% cap and justification should be based on the current Consumer Price Index.

The successful Bidder warrants that the bid price(s), terms, and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. Prices will not include Federal Excise Tax or State Sales Tax.

The School Nutrition Program will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Advance billings are not allowed. When 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:

1. Delivery location and date of delivery
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

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

Fayette County School Nutrition Program
205 LaFayette Avenue
Fayetteville, GA 30214
Attention: Patty Sullivan

METHOD OF SHIPMENT/DELIVERY (where applicable)

Orders and deliveries - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted. All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on Attachment D.

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

All deliveries must be made between 7:00AM and 2:00PM, Monday through Friday. Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties. If for any reason that the bidder must deliver an order after 2:00PM and employee must stay late and require additional time, the bidder will have to reimburse the School Nutrition Program at time and half for those employees that have to stay beyond their regular work hours to accept delivery. Delivery of product(s) must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified. 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

After the vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the Fayette County School Nutrition Program will call the vendor to report contract violation. The Fayette County School Nutrition Program will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.

After the vendor's second offense of providing sub-par product, late delivery and/or poor customer service, the SFA will send a certified notice to the vendor documenting that this is the second offense, and a third offense will result in termination of the contract for cause. If the offense is providing sub-par product, then the vendor agrees to pay the School Food Authority to purchase quality product at the vendor's expense.

After the vendor's third and final offense of the aforementioned, the Fayette County School Nutrition Program will terminate the contract for cause in writing via email and regular mail, copying the School Nutrition Director.

EVALUATION FACTORS

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

Bidder to provide, in the School Nutrition Program's opinion, the best overall solution to meet the School Nutrition Program's specifications.

The School Nutrition Program 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 a combination that best serves the interest of the School Nutrition Program.

FAILURE TO DELIVER MILK AND DIARY

Any delivery arriving too late to be served as part of the school meal will result in the school system's not complying with federal regulations and hence not going being entitled to reimbursement. The contractor agrees to reimburse Fayette County School Nutrition Program for any funds lost due to failure to deliver milk and dairy including a dollar amount equal to cost of the product, mileage to procure product, the reimbursement lost, and fines. Fayette County School Nutrition Program may deduct said payment from funds to the contractor.

SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. **Substitutions may be made only with prior approval of the Director of School Nutrition.** All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid.

Substitutions are to be priced at the same cost as the original awarded item.

ADDITIONAL BID INSTRUCTIONS

Bid modifications - Bids 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 Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.

Bid withdrawal - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Program before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

Addendum - If clarification of the specifications/instructions is required, the request shall be made in writing no later than the time and date specified on Page 1 of the RFP. The Fayette County School Nutrition Program will respond to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of proposal opening.

Bidders examination - Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for the same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

Bids 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 of the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid, the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

Rejection or Disqualification of bids - 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.

The School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.

The School Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder Issuance of this RFP in no way constitutes a commitment by the School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.

Any Bidder who has demonstrated and documented poor performance during a current or previous agreement with the School Nutrition Program may be considered a non-responsible Bidder and their proposal may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.

The School Nutrition Program reserves the right to accept or reject any or all bids, 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 School Nutrition Program.

Evidence of Financial Capabilities - After the proposal opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the SFA. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

Offer Acceptance Period – Bids received are an irrevocable offer for 60 days after the proposal opening time and date.

ORDERING INFORMATION

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

Inspection - Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product(s) must be picked up immediately.

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

AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

ASSIGNMENT

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

INDEPENDENT VENDOR AND INDEMNITY

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

TIME OF PERFORMANCE

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Vendor shall be prepared, upon written notice of proposal award, to commence delivery of goods pursuant to the award on “Start Date” shown on page #1 of this document entitled “INVITATION FOR BID”. The Vendor 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 Vendor’s performance for more than thirty (30) days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program’s obligation to pay the Vendor for work already completed by the Vendor and the Vendor’s warranty for work already completed.

EVIDENCE OF INSURANCE

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

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, Vendor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Fayette County School Nutrition Program 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 School Nutrition Program 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 Vendor, 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 Bidder takes exception to such provisions. To take exception to a provision of this RFP, the Bidder must clearly identify in the PROPOSAL EXCEPTION FORM: (a) the number and title of each section of this RFP that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. See Attachment G.

WARRANTY

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

GIFTS AND GRATUITIES

Gift cards/donations that are donated by education partners or other outside companies and organizations can be used to reward or recognize employees and can be used for employee appreciation events. Gift cards may not be purchased with School Nutrition Funds. Gift card donations will not cause a conflict of interest and will not be considered in any way when soliciting bids or proposals or when a contract is awarded.

CONFLICT OF INTEREST

Bidders shall certify that this bid 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 bidder's company so that there is not any conflict of interest.

SAMPLES

The School Nutrition Program reserves the right to request samples of any/all items indicated on the bid schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Quote Sheets, and the 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.

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 Fayette County School Nutrition Program 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 vendor is delivering a product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third-party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the proposal opening and the current market for this item.

FOOD RECALLS AND BIOSECURITY

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

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

FOOD RECALL CONTACT INFORMATION

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

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

CONTRACT WORK HOURS/SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) (where applicable)

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

DAVIS BACON ACT (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200]

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Sub vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT [Appendix II to 2 CFR 00/7 CFR 3019.48] (if applicable)

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

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322) (if applicable)

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

Section 4
ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Fayette County School Nutrition Program, and _____ hereinafter called VENDOR.

The SFA and VENDOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

VENDOR shall provide all products as specified or indicated in the Contract Documents. Vendor shall supply and deliver specified equipment to the School Nutrition Program's school designated, if applicable, to this solicitation.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

The SFA shall pay VENDOR for delivery of specified goods in accordance with VENDOR'S bid, which is attached hereto. The SFA shall pay VENDOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

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

Fayette County School Nutrition Program
205 LaFayette Avenue
Fayetteville, GA 30214

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the School Nutrition Program to enter into this Agreement, VENDOR makes the following representations:

5.1 VENDOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 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 products.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the School Nutrition Program and VENDOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A: Contract Signature Page
- Attachment B: Specifications & Quote Sheet
- Attachment C: Vendor Bid Form
- Attachment D: Delivery Site
- Attachment E: Lobbying Certificate Disclosure
- Attachment F: Debarment, Suspended and Ineligible Status
- Attachment G: Bid Exception Form
- Attachment H: Anti-Collusion Affidavit
- Attachment I: Vendor Affidavit (E-Verify)
- Attachment J: Vendor Reference Form

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

IN WITNESS WHEREOF, the Fayette County School Nutrition Program and VENDOR have signed this Agreement. One counterpart each has been delivered to the Fayette County School Nutrition Program and VENDOR.

This Agreement will be effective _____, 20__

_____ Name of School Nutrition Director

_____ Signature of School Nutrition Director

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date

ATTACHMENT B

DAIRY SPECIFICATIONS

All dairy products must be produced in compliance with the Meal Pattern Requirements and Dietary Specifications set by the USDA for National School Lunch Program and School Breakfast Programs. Products not in compliance will be deemed non-responsive.

<p>FRESHNESS GUARANTEE</p>	<p>All fluid milk and other dairy products furnished and delivered to the Fayette County School Nutrition Program must be produced in compliance with the conditions, regulations and requirements of the Georgia Department of Agriculture, the current Grade "A" Milk Ordinance (PMO), and all applicable Federal, State, and local regulations relating to the production, transportation, processing, handling, sampling, analysis, labeling, and sale of fluid milk and dairy products. These fluid milk and dairy products shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act, the Fair Packaging and Labeling Act and regulations promulgated there under. All fluid milk furnished to the Fayette County School Nutrition Program shall:</p> <ol style="list-style-type: none">1. Be Grade "A"2. Be pasteurized and homogenized3. Be vitamin fortified with vitamin D and A
<p>CONTAINER REQUIREMENTS</p>	<p>Milk should be packaged in one-half (1/2) pint gable-type containers of paper treated with bacterial control and protection of contents. All half (1/2) pint paper containers, in which milk or juice drinks are packaged, shall be: inside plastic coated of the Pure-Pak type, or approved equal; sound, sanitary, clean, leak-proof, and which open properly. Paper milk cartons and cases in which they are transported must be clean and free of foreign matter. Leaking and/or damaged cartons and/or containers or unacceptable product shall be exchanged for satisfactory replacement at no cost to the Fayette County School Nutrition Program. Cases in which cartons are stacked and delivered shall be reusable plastic and steam cleaned regularly to remove any traces of spoiled milk or other debris which might collect bacteria. All half pint products are to be delivered in plastic crates, fifty cartons per case. All sixteen ounce products are to be packaged in plastic bottles with sealed tops, packed twenty (20) sixteen ounce bottles per case. Crates may be split to accommodate the school usage of slow moving products.</p>
<p>EXPIRATION DATES</p>	<p>All dairy products are required to have expiration dates of a minimum of five (5) days from date of delivery. Milk must be replenished before the expiration date on the cartons.</p>
<p>PRICES</p>	<p>All prices shall remain firm for the first thirty (30) days of the contract period, after which prices for milk can escalate or de-escalate as reflected in the price changes of Class I raw milk based on the monthly Federal Milk Order announcement for this zone and changes in the dairy cooperative premiums. Any changes in prices must be accompanied by an appropriate copy of the Federal Milk Order and letter from the Dairy Cooperative to document changes in the cooperative premium. Suppliers are also requested to submit conversion calculations showing the manner or arriving at amount of change. The escalation/de-escalation that will be allowed will be price changes of Class I raw milk and dairy cooperative premium. All other factors should be considered in the base bid price.</p>

<p style="text-align: center;">HOUSEKEEPING & CLEANLINESS</p>	<p>Empty milk crates must be removed from each school's loading dock or kitchen area at the time of delivery. All milk should be delivered in clean, sanitized plastic, reusable crates that are free of any soured milk odor, and cleaned daily..</p>
<p style="text-align: center;">DELIVERIES</p>	<p>Deliveries shall be made to all schools, Monday through Friday during the school's normal operational hours. All products delivered must meet cafeteria manager's order. Daily deliveries with no less than three deliveries per week to smaller schools. Successful bidder must have sufficient trucks for deliveries to equalize the loads, insure that all products ordered are available on the truck and that all schools have milk and dairy items prior to serving. At a minimum, the delivery for that day's use must be completed by 10:00 AM for elementary schools and by 11:00 am for middle and high schools. Time allowance should be made for inclement weather.</p>
<p style="text-align: center;">BILLING AND PAYMENT</p>	<p>At the time of delivery to the school, two (2) copies of the vendor's invoice shall be left with the cafeteria manager. The vendor shall "post" his record to agree with the invoice left with the cafeteria manager. In the event of errors, a credit or debit (as the case may be) is to be issued against the original invoice number as it was presented to the cafeteria manager. All invoices are to clearly indicate the school name and the "Account Name" such as cafeteria, banquet, After School Program, etc. Statements shall be submitted to the School Nutrition Program monthly. All payments will be made by paper check. Billing must correspond with the code number assigned. Invoices must be imprinted with ITEM DESCRIPTION, ITEM CODE NUMBER, AND UNITS SOLD. The prices shall be quoted by units and not by weight. 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. The records of the vendor must be changed to agree with the invoices. In the event of errors, a credit or debit (as the case may be) shall be issued in duplicate to the Cafeteria Manager. The copies left with the cafeteria Manager cannot be changed. The vendor shall post his records to agree with the invoices left with the cafeteria manager. Unused dairy products remaining in the school over an extended closed period of time (scheduled holidays, bad weather closing, and the end of the regular school year) shall be replaced or picked-up and proper credit issued.</p>
<p style="text-align: center;">ITEM ADDITIONS AND DELETIONS</p>	<p>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 proposal period.</p>
<p style="text-align: center;">DEFAULT</p>	<p>If at any time the vendor makes a shipment that is not in accordance with the instructions, condition 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 1 year.</p>

ITEM #	MILK	DESCRIPTION	Bid Price
	Milk, Fat-free Chocolate – ½ pint	Fat-Free. No artificial coloring. No high fructose corn syrup. No artificial sweeteners. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. Be fortified with chocolate or cocoa flavor. No trans-fat. ½ pint paper container.	
	Milk, Fat-Free Chocolate– ½ pint chug	Fat-Free. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. No trans-fat. ½ pint plastic container. Be fortified with chocolate or cocoa flavor	
	Milk, 1% Chocolate – ½ pint	1% butterfat. No artificial coloring. No high fructose corn syrup. No artificial sweeteners. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. Be fortified with chocolate or cocoa flavor. No tans fat. ½ pint paper container.	
	Milk, Fat-free Strawberry – ½ pint	Fat-free. No artificial coloring. No high fructose corn syrup. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. Be flavored with strawberry flavor. No artificial sweeteners. No trans-fat. ½ pint paper container.	
	Milk, Fat- Free Strawberry– ½ pint chug	Fat-Free. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. No trans-fat. ½ pint plastic container. Be flavored with strawberry flavor	
	Milk, 1% Strawberry – ½ pint	1% butterfat. No artificial coloring. No high fructose corn syrup. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. Be flavored with strawberry flavor. No artificial sweeteners. No trans-fat. ½ pint paper container	
	Milk, Fat-free Vanilla – ½ pint	Fat-free. No artificial coloring. No high fructose corn syrup. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. Be flavored with vanilla flavor. No artificial sweeteners. No trans-fat. ½ paper container.	
	Milk, Fat-free Vanilla – ½ pint chug	Fat-free. No artificial coloring. No high fructose corn syrup. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. Be flavored with vanilla flavor. No artificial sweeteners. No trans-fat. ½ pint plastic container.	
	Milk, 1% – ½ pint, chug	1% butterfat. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. No trans-fat. 1 pint plastic container.	
	Milk, 1% – ½ pint	1% butterfat. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. No trans-fat. ½ pint paper container	
	Milk, Skim – ½ pint	Fat. Free. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. No artificial sweeteners. No trans-fat. ½ pint paper container.	
	Milk, Skim – ½ pint chug	Fat. Free. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. No artificial sweeteners. No trans-fat, ½ pint plastic container.	
	Milk, 1% Vanilla – ½ pint	1% butterfat. No artificial coloring. No high fructose corn syrup. No artificial growth hormones. Must have Vitamin A and Vitamin D added, be grade “A” and be pasteurized and homogenized. Be flavored with vanilla flavor. No artificial sweeteners. No trans-fat. ½ pint paper container.	
	Buttermilk, Low-fat - ½ Gallon	Be Grade “A”. Churn-style. Made from pasteurized Grade “A” skimmed or partially skimmed Grade “A” milk. Have a maximum of 1% milkfat. Have not less than 10% milk solids, no fat.	
	1% Low-fat Cottage Cheese 5#	Be Grade “A”. Shall be mixed with one or more of the following pasteurized products or a pasteurized mixture of two or more of them: cream, milk, skim milk, concentrated milk, dried milk, concentrated skim milk, nonfat dry milk solids, or other constituents	

		served from milks mixed with water. Such cream or product or mixture must be used in such quantity that the milk fat added is not more than one (1) percent by weight of the finished cottage cheese. Finished cottage cheese shall contain no more than 80% moisture. Shall be packed in five (5) pound cartons.	
	Fat-free Sour Cream – 1 ounce tubes	Be Grade “A”. Be no more than 4% butterfat. Must meet all other Federal Standards. 1 ounce container.	
	Fat-free Sour Cream – 5#	Be Grade “A”. Be no more than 4% butterfat. Must meet all other Federal Standards. Five (5) pound container.	
	Milk, Low-fat Chocolate - Gallon	Low-fat. No artificial coloring. No high fructose corn syrup. No artificial growth hormones. No artificial sweeteners. Vitamin A and Vitamin D added. Be pasteurized and homogenized. Gallon plastic container.	
	Milk, Skim - Gallon	Fat Free. No artificial coloring. No high fructose corn syrup. No artificial growth hormones. No artificial sweeteners. Vitamin A and Vitamin D added. Be pasteurized and homogenized. Gallon plastic container.	
	Tea, Sweetened Single. No Calorie. Serve - pint	No high fructose corn syrup. No preservatives. Southern Style.	
	Lemonade, Single Serve – No Calorie. pint	No high fructose corn syrup. No preservatives.	
	Milk, Lactose Free – ½ pint	Lactose-free, fat-free. Must meet the same guidelines as fluid dairy products for The National School Lunch Program.	
	Ice Cream Sandwich Mini	Vanilla-flavored ice cream between chocolate wafers. Good source of calcium	
	Brown Cow Junior	Vanilla flavored ice cream dessert bar with chocolate flavored coating.	
	Ice Cream Cups	Vanilla and chocolate flavored mix ice cream in 3 oz cup.	

Note: Fayette County Public Schools use approximately 10,000 servings of milk per day. Specific quantities of each flavor cannot be exactly determined.

THE QUANTITY IS IDENTIFIED AS “ESTIMATED” OR AS “MORE OR LESS”: IT SHALL BE UNDERSTOOD AND AGREED THAT QUANTITIES LISTED IN THE SCHEDULE ARE ESTIMATES ONLY AND MAY BE INCREASED OR DECREASED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. SCHOOL NUTRITION PROGRAM AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS.

**ATTACHMENT C
VENDOR BID FORM**

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this RFP. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the School Nutrition Program on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Proposal is submitted to: Fayette County School Nutrition Program

This Bid is dated: _____

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

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

Nakeitha Carter
Menus and Wellness, Lead Manager
Fayette County
School Nutrition Program
205 LaFayette Avenue, Suite 604
Fayetteville, GA 30214
schoolmeals@fcboe.org

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Bidder:

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

____ Lobbying Certificate

____ Specifications

____ Debarment Status Form

____ Anti-Collusion Affidavit

____ Vendor Bid Form

____ Contract Signature Page

____ Bid Exception Form

____ Nutrition Data/CN Label

Proposal Pricing: _____

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

Total Proposal Price: \$ _____

Authorized Signature of Bidder: _____

*****If the person signing this proposal is not an officer of the company, a letter must be included indicating that the person signing the proposal has the authority to bind the company. This letter should be submitted along with the required proposal documents. ****

Company Type (check one):

____ Sole Proprietorship ____ Partnership ____ Corporation ____ Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this RFP and that this Proposal 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 bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT D
Fayette County School Nutrition Program
Delivery Sites

Bennett's Mill Middle School 210 Lester Road Fayetteville, GA 30214 Manager: David Hudson Phone: 770-716-3982	Inman Elementary 677 Inman Road Fayetteville, GA 30214 Manager: Brenda Strickland Phone: 770-460-3565	Sandy Creek High School 360 Jenkins Road Tyrone, GA 30290 Manager: Maureen Harbin Phone: 770-969-2840
Braelinn Elementary School 975 Robinson Road Peachtree City, GA 30269 Manager: Emily Morris Phone: 770-631-5410	J. C. Booth Middle School 250 Stagecoach Road Peachtree City, GA 30269 Manager: Stephanie McClendon Phone: 770-631-3240	Starr's Mill/Rising Starr 193 Panther Path Fayetteville, GA 30215 Manager: Maureen Hankey Phone: 770-486-2717
Cleveland Elementary School 190 Lester Road Fayetteville, GA 30215 Manager: Lisa Jenkins Phone: 770-716-3905	Kedron Elementary School 200 Kedron Drive Peachtree City, GA 30269 Manager: Jerome Perrien Phone: 770-486-2700	Robert J. Burch 330 Jenkins Road Tyrone, GA 30290 Manager: Chris Westmoreland Phone: 770-969-2820
Crabapple Lane Elementary 450 Crabapple Lane Peachtree City, GA 30269 Manager: Wendy Hall Phone: 770-487-5425	McIntosh High School 201 Walt Banks Road Peachtree City, GA 30269 Manager: Jeri Drake Phone: 770-631-3232	Sara Harp Minter Elementary 1650 Highway 85 South Fayetteville, GA 30215 Manager: Tina Bowlden Phone: 770-716-3910
Fayette County High School 1 Tiger Trail Fayetteville, GA 30214 Manager: Vickie Lindstrom Phone: 770-460-3540	North Fayette Elementary 609 Kenwood Road Fayetteville, GA 30214 Manager: Robin Phillips Phone: 770-460-3570	Spring Hill Elementary 100 Bradford Square Fayetteville, GA 30214 Manager: Michele Cleghorn Phone: 770-460-3432
Flat Rock Middle School 325 Jenkins Road Tyrone, GA 30290 Manager: Cheryl Vandergriff Phone: 770-969-2830	Oak Grove Elementary School 101 Crosstown Road Peachtree City, GA 30269 Manager: Lori Duncan Phone: 770-631-3260	Whitewater High School 100 Wildcat Way Fayetteville, GA 30215 Manager: Melissa Betsill Phone: 770-460-3935
Fayetteville Elementary 490 Hood Avenue Fayetteville, GA 30214 Manager: David Hudson Phone: 770-460-3560	Peachtree City Elementary 201 Wisdom Road Peachtree City, GA 30269 Manager: Jerome Perrien Phone: 770-631-3250	Whitewater Middle School 1533 Wildcat Way Fayetteville, GA 30215 Manager: Emily Morris Phone: 770-460-3450
Huddleston Elementary 200 McIntosh Trail Peachtree City, GA 30269 Manager: Patti Carabajal Phone: 770-631-3255	Peeples Elementary 153 Panther Path Fayetteville, GA 30215 Manager: Odessa Beckham Phone: 770-486-2734	<u>**Note – Three to five additional schools plan to open in the near future.</u>

**ATTACHMENT E
LOBBYING FORM & DISCLOSURE**

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action: 2. contract</p> <p>_____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance</p> <p>3. Status of Federal Action: 4. bid/offer/application</p>	<p>_____ b. initial award _____ c. post-award</p> <p>5. Report Type: 6. initial filing</p> <p>_____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>7. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known:</p> <p align="center">Congressional District, if known:</p>	<p>8. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known:</p>
<p>9. Federal Department/Agency:</p>	<p>10. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>11. Federal Action Number, if known:</p>	<p>12. Award Amount, if known: \$</p>
<p>13. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>14. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the

collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT F

This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022

AD-1048



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier 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 C.F.R. §§ 180.300, 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, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier 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(S)	DATE

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3)
- (4) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier 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 C.F.R. 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 lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall 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 with which this transaction originated.
- (7) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 (5) 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (11)

**ATTACHMENT H
ANTI-COLLUSION AFFIDAVIT**

STATE OF: _____

COUNTY/CITY OF:

_____, of lawful age, being first sworn on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees 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 bidder/vendor 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 bid.

Signed: _____

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

Notary Public (or Clerk or Judge): _____

My commission expires: _____

ATTACHMENT I

VENDOR AFFIDAVIT

By executing this affidavit, the undersigned vendor 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 the Fayette County School Nutrition Program 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 vendor will continue to use the federal work authorization program throughout the contract period and the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor 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 Vendor: _____

_____ County/City 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: _____

ATTACHMENT J

Vendor Reference Form

As a part of the RFP process, the SFA requires suppliers to submit business references within this solicitation. The purpose of these references is to document the experience relevant to the scope of work and aid in the award process.

Company Name		RFP Solicitation #:		
Business or School System Name	Address	Contact Name and Phone Number	E-mail Address	Dates of Service To/From:

ATTACHMENT K

RFP Score Sheet

CATEGORY	MAXIMUM SCORE
Price	40 points
Ordering Capability	10 points
Quality of Produce	10 points
Local Purchasing	10 points
Service History	10 points
HACCP	10 points
Nutrition Education	10 points
TOTAL:	100 points

EVALUATION OF PROPOSAL

The Fayette County School Nutrition Program will select for further consideration Offeror(s) deemed fully qualified and best suited among those that submitted proposals based on the responses to the information requested in this RFP.

The following criteria will be used in the evaluation process:

PRICE

This is **not** a bottom-line contract. The index price plus mark-up is the price that will be paid by FCSNP. If a proposer feels he can consistently buy an item or items below the average index price, it may be to his advantage to bid a negative mark-up cost.

ORDERING CABILITY

Orders will be submitted to delivery driver at time of delivery. If needed, email orders and/or telephone orders may be used. Vendor have the ability to service "Emergency Orders".

LOCAL PURCHASING

Preference will be given to the vendor who will agree to search out and offer locally grown and produced fruits, vegetables, milk, and eggs for use by the FCSNP. "Locally grown" means items grown/produced in Georgia and states that touch Georgia. A list by month of available items from local farms along with the farm's name and biography must be included with this proposal.

SERVICE HISTORY

Include five (5) recent references of service history. The letters should include company name, contact person, company address, telephone number, and email address. References shall be of similar scope, complexity, and diversity including references from school districts. Letters must bear a current (2014) date. FCSNP reserves the right to use previous service history and customer service as a basis for evaluation.

HACCP FOOD SAFETY PLAN

The FCSNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Documentation is required verifying that a written HACCP plan is in place. It will be the responsibility of the vendor to ensure that local farmers providing items to FCSNP have a HACCP plan in place.

NUTRITION EDUCATION

Our School Nutrition Program participates in the Golden Radish award. The Golden Radish Award is given every year to Local Educational Agencies in Georgia who work with farm to school. The Georgia Department of Agriculture, Georgia Department of Public Health, Georgia Department of Education, and Georgia Organics sponsor and present this award. Leaders of these four groups recognize winning LEA's at the State Capitol each year in October. To obtain an award, students must interact with farmers through field trips to farms that grow food and/or through farmer visits to schools. This is also a Georgia Department of Education initiative called Farm to School. These visits should include literature, pictures, and samples of locally grown and produced items and should be age appropriate. To obtain a Golden Radish award, there must be at least six (6) interactions in the district.

CAREER DAY

Vendor must be willing to send a representative to attend Career Day at various schools at least two (2) times during the school year. These visits should include literature and pictures and should be age appropriate.

FINANCIAL ACCOUNTABILITY

Vendor must submit a copy of their most recent financial statement.

Promotional Material

Vendor must be able to provide promotional material for students such as balloons, pencil, book markers, rulers, stickers, and etc. Vendor must be able to provide promotional material for World Milk Day in September. Vendor must be willing to also provide posters, advertising, posters, inflatable merchandise for serving lines, for an example a cow milk carton inflatable.

ATTACHMENT L

VENDOR QUESTIONNAIRE

How long have you been in business?

1. Give background information on your company, including delivery and warehousing capabilities as well as any financial rating available.

2. Have you done business with other school systems in Georgia? _____ Yes _____ No

If yes, name system and volume of business.

3. List at least five (5) references where you have conducted a significant volume of business. Give contact name, company name, company address, company telephone number, and email address. **(Please enclose reference letters with RFP)**

4. Are you HACCP certified? _____ Yes _____ No

Will you ensure that farmers have a HACCP? _____ Yes _____ No

5. Will the milk and dairy deliveries be made in refrigerated trucks which have an unrefrigerated section for items such as bananas and potatoes? _____ Yes _____ No

If the answer is no, please explain how products will be shipped to our schools.

6. Describe your billing, invoice, and ordering procedures.

7. What is your policy and procedure to provide Farm to School produce using local items (*Local means Georgia and states that touch Georgia*)?

8. List any certifications, awards, or recognitions that you feel would benefit FCSNP in the award and execution of this contract.

9. Has your company ever provided interaction with farmers through field trips to farms that grow food and/or through farmer visits to schools?
