

**Thomas County School Nutrition Program**  
**REQUEST FOR PROPOSAL (RFP)**  
**RFP #:PRODUCE 23-24**

**Request for Proposal Timeline**

Issue/Posting Date	MAY 5, 2023
Pre-Proposal Meeting- Date, Time and Location (if applicable)	MAY 16, 2023 at 9:00 AM - Thomas County School Nutrition Office
Final Date for Written Questions	MAY 18, 2023
Sealed Proposal Due Date and Time	JUNE 2, 2023 by 9:00 AM
Proposal Due Location	Thomas County School Nutrition 200 N. Pinetree Blvd. Thomasville, GA 31792
Proposal Opening Date and Time	JUNE 2, 2023 at 9:00 AM
Proposal Opening Location	School Nutrition Office 200 N. Pinetree Blvd. Thomasville, GA 31792
Start date and end date of proposal (MM/DD/YYYY)	Jul 1, 2023 to June 30, 2024
<b>AWARDED TO:</b>	

PROPOSAL FOR	NAME OF PRODUCT/SERVICE	LABEL ENVELOPE AS FOLLOWS:
<input type="checkbox"/>	Repair & Maintenance Service	"RFP REPAIR & MAINTENANCE SERVICE"
<input type="checkbox"/>	Temperature Monitoring	"RFP TEMPERATURE MONITORING"
<input type="checkbox"/>	Computers or Software	"RFP COMPUTERS or SOFTWARE"
<input type="checkbox"/>	Cafeteria Décor	"RFP CAFETERIA DECOR"
<input type="checkbox"/>	Cafeteria Furniture	"RFP CAFETERIA FURNITURE"
<input checked="" type="checkbox"/>	Produce	"RFP PRODUCE"
<input type="checkbox"/>	Other (identify)	"RFP (Name of other identification here)"

**Proposal Identification**

Note: This is a standardized sample document, which contains basic contract requirements, however depending on the proposal item, some items may not be applicable. If the Proposer is in doubt or has questions regarding the language, its meaning, or intent, it is the responsibility of the Proposer to seek clarification prior to submission of the proposal.

Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws, rules, or citations are automatically incorporated herein, effective as of the date specified in such law, rule and/or USDA Memo.

## **DEFINITIONS**

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

**CFR:** Code of Federal Regulations

**CN:** Child Nutrition

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

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

**FNS:** Food and Nutrition Services

**F.O.B. :** Freight on Board

**HACCP:** Hazard Analysis Critical Control Point

**NSLP:** National School Lunch Program

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

**OMB:** Office of Management and Budget

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

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

**SBP -** School Breakfast Program

**SFA:** School Food Authority

**SNP:** School Nutrition Program

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

**USDA:** United States Department of Agriculture

**U.S.C. :** United States Code

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

## **TRANSMITTAL PAGE**

The Thomas County School Food Authority, (hereafter referred to as SFA) is requesting and issuing this RFP (Request for Proposal) for the School Nutrition Program (SNP) for fresh produce products. Sealed proposals are due by the date, time and location shown on the RFP Timeline. Sealed proposals will be opened at the date, time and location shown on the RFP Timeline.

### **INTENT**

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

### **CONTRACT TIME PERIOD**

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

### **PRE-PROPOSAL MEETING**

If a pre-proposal meeting will be scheduled under this solicitation, the date, time, and location is outlined in the RFP Timeline. Proposer should raise any questions it may have about the solicitation or the procurement at that time. A Proposer may not rely on any verbal responses to questions at the meeting. Material issues raised at the meeting that result in changes to the solicitation shall be answered solely through a solicitation addendum.

### **PROPOSAL SUBMISSION PROCEDURES**

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

## PROPOSER CONTACT INFORMATION

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

## QUESTIONS CONCERNING PROPOSAL

Questions regarding this Request for Proposal shall be directed to:

SFA Director Name or designee: Dr. Lauren Duplantis, School Nutrition Director

E-mail address: [lduplantis@tcjackets.net](mailto:lduplantis@tcjackets.net)

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

## PROPOSAL PROCESS

Proposals **must** be enclosed in an envelope and sealed. Emailed proposals are not acceptable and will not be considered for sealed proposals unless due to unprecedented circumstances and otherwise noted.

- The outside of the envelope shall be clearly marked and labeled as shown on the RFP Identification Chart and include **“RFP # PRODUCE 23-24 for THOMAS COUNTY SCHOOL NUTRITION.”** Return address on envelope should include the Proposer’s complete mailing address.
- Proposals shall be mailed or delivered to:  
Thomas County School Nutrition Department  
200 N. Pinetree Blvd.  
Thomasville, GA 31792
- Email submission **is not** acceptable.
- Sealed proposals must be received by the SFA no later than the date and time shown on the RFP Timeline.
- Any alternate or required information must be included inside the proposal package. An Excel electronic copy of the Quote Sheet should be included in the mailed proposal or emailed to [lduplantis@tcjackets.net](mailto:lduplantis@tcjackets.net) by the date and time shown of the RFP Timeline.. All proposals will be stamped and documented to validate time and date of receipt.

- Late proposals shall not be accepted. The SFA shall not be responsible for late receipt of proposals. Late proposals will be returned unopened to address provided on envelope.
- If the Proposer submits documents with informalities, errors, or omissions such as, but not limited to, non-conforming security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents, the Proposer, in the SFA's sole discretion, may be given 72 hours from the time of the proposal opening in which to provide such information to the SFA.
- The SFA has the right to waive any, and all informalities.

### **AWARD DETERMINATION STATEMENT**

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

### **EVALUATION FACTORS**

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

## Evaluation Criteria and Award Process

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

<b>Weight</b>	<b>Criteria</b>
<u>40</u> points	Price/Cost ( <b>Price must be the primary factor</b> )
<u>20</u> points	Service Capability Plan
<u>05</u> points	Experience, References
<u>10</u> points	Financial, Condition/Stability, Business Practices
<u>10</u> points	Accounting and Reporting Systems
<u>10</u> points	Quality: Freshness, Product Life, Delivery Temperatures, Correct HACCP Policy & Procedures, Food Expiration Dates
<u>05</u> points	Promotion of the Food Service Program (Farm to School, Georgia Grown, etc.)
<b><u>100</u> total</b>	<b>Must equal 100</b>

While price alone is not the sole basis for award, **price remains the primary consideration** when awarding a contract under the competitive proposal method. The SFA shall maintain complete documentation of the award process including the score sheets for each proposal received and from each evaluator.

## ADDITIONAL INSTRUCTIONS

- a) **Modifications** – Original proposals cannot be modified after receipt. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Proposer to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Withdrawal** - Proposers may withdraw proposals at any time up to the scheduled time for receipt of proposals. Proposers desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition SFA before the proposal opening deadline (date and time). Proposers may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.
- c) **Examination** - It is the responsibility of each Proposer to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.
- 1) Proposers shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Proposer of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
  - 2) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof in the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the Proposer waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Proposer through examination of all documents or raising a question regarding requirements prior to submitting a proposal.
- d) **Rejection or Disqualification of proposals**
- 1) A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed and dated, may be rejected as non-conforming.

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

e) **Evidence of Financial Capabilities (not required - best practice)** - After the proposal opening, Proposers must be prepared to present suitable evidence of their financial standing within three (3) business days after written request by the SFA. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

## TERMS AND CONDITIONS

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

### **LOBBYING CERTIFICATE** (over \$100k)

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

### **DEBARMENT AND SUSPENSION VERIFICATION** (over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible Proposers and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213 and 2 CFR Appendix II to Part 200, Section (H).

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

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

### **BUY AMERICAN STATEMENT (Food only)**

Proposer/Proposers must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to 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. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of **2 days** in advance of delivery. The request must include:



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

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

## **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

### **HUB (Historically Underutilized Business) STATEMENT**

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

Positive efforts include:

- Placing qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists
- Assuring that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime Proposer, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT** (over \$10k)

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

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

### **ENERGY POLICY AND CONSERVATION ACT STATEMENT**

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

### **CLEAN AIR/ CLEAN WATER STATEMENT** (over \$150k)

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

### **RECORD RETENTION AND ACCESS CLAUSE**

The Proposer shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the SFA throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Proposer shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Proposer relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Proposer shall not impose a charge for audit or examination of the Proposer's books and records. If an audit discloses incorrect

billings or improprieties, the State and/or the Thomas County Board of Education reserves the right to charge the Proposer for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

## **PROTEST PROCEDURES**

a.) Any protest shall be in writing and shall be delivered to the SFA's Superintendent, Dr. Lisa Williams as the acting protest official of the Thomas County School System. 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.

b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

c) The SFA shall in all instances disclose information regarding protests to GaDOE/State Agency.

## **NON-COLLUSION STATEMENT**

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

## **CODE OF CONDUCT**

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

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

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers or parties to sub-agreements; and the purchase of any food or service from a Proposer for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited.

Failure of any employee, officer, or agent to a proposal by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Director.

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

## **EXCEPTIONS TO TERMS AND CONDITIONS**

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

## **VELOCITY REPORT** (where applicable)

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

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

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

## **HACCP REQUIREMENTS (Not Applicable to Equipment)**

The SFA expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential Proposers and their manufacturers. Prior to awarding the contract, the SFA may require documentation verifying that a written HACCP plan is followed. The successful Proposer(s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

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

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

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

## **PROPRIETARY INFORMATION**

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

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

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

## **FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS**

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

## **EQUIVALENT/ALTERNATE PRODUCTS**

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

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

1. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
2. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.

3. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
4. Proposer will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the proposal documents.

### **SUBSTITUTION CLAUSE**

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

### **PRICING INFORMATION and METHOD OF PAYMENT**

Request for price increases and/or decreases must be submitted to the SFA 7 days prior to taking effect. These price adjustments must be based on changes in market conditions and verified in accordance with the most recent publication from a valid third party. (See examples below:

- USDA Agricultural Marketing Service (AMS) Report,
- Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics,
- Class I raw milk prices based on monthly USDA Federal Milk Order announcements for the applicable geographical zone (may wish to include additional stipulations for milk within this clause),
- And/or other valid third party.)

The SFA reserves the right to accept or reject the request for a price increase and will maintain documentation of approval or denial. If price increases escalate above 1.99% per the awarded price of each product, the SFA reserves the right to provisionally purchase the product from another source if an equal and more reasonably priced option can be acquired, based on specifications. This clause also obligates Proposer to provide price decreases from de-escalation on the same terms.

If administrative/operational fixed fees are also significantly affected by market conditions during periods of unprecedented economic instability, that are beyond the control of either the SFA or the Proposer, a fixed fee price adjustment can also be increased up to 1.99% on a semi-annual basis. This fixed fee price increase must be verified by the current applicable CPI, such as the monthly CPI motor fuel index for times when fuel prices unexpectedly increase rapidly. The publication/documentation must accompany associated requested price increases.

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

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

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

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

#### Invoicing

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

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

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

Thomas County School Nutrition  
Attn: Ann Ragan, Bookkeeper  
200 N. Pinetree Blvd.  
Thomasville, GA 31792

### **METHOD OF SHIPMENT/DELIVERY (where applicable)**

**Orders and deliveries** - Orders and deliveries shall be supplied by the Proposer as requested and specified except during an emergency and on holidays. Deliveries are to be made bi-weekly to each of the six schools in Thomas County prior to 10:30 am. The delivery days will be agreed upon by both parties. No partial deliveries will be accepted unless approved in advance. Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product(s) must be picked up immediately or at a mutually agreed upon date and time.

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

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

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

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

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: (if applicable and warranted)**

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

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

3. After the Proposer's third and final offense, the SFA will terminate the contract for cause in writing via email and regular mail, copying the District Purchasing Compliance Officer.

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

### **AMENDMENTS AND MODIFICATIONS OF CONTRACT**

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

## **ASSIGNMENT**

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

## **INDEPENDENT PROPOSER AND INDEMNITY**

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

## **TIME OF PERFORMANCE**

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

## **FORCE MAJEURE**

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

## **EVIDENCE OF INSURANCE**

The successful Proposer, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following coverage: (SFA must complete per system's requirements)

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 \$1,000,000 aggregate
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

Prior to commencement of performance of this Agreement, Proposer shall furnish to the SFA a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Thomas County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the School Nutrition Program. Such certificate shall be issued to Thomas County Board of Education, School Nutrition Program.

Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Proposer, whichever shall occur later.



## **EXCEPTIONS**

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

## **WARRANTY**

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

## **GIFTS AND GRATUITIES**

Acceptance of gifts from Proposers and the offering of gifts by Proposers are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

**SAMPLES:** The SFA reserves the right to request samples of any/all items indicated on the proposal schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the Proposer to incur all costs associated with the request of samples. Each sample is to be labeled with the Proposer's name, the item number as indicated on the Quote Sheets, and the proposal number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

## **SEVERABILITY**

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

## **WAIVER AND REJECTION RIGHTS**

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

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

## **RELEASE FROM CONTRACT**

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

## **PIGGYBACKING CLAUSE**

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

## **FOOD RECALLS AND BIOSECURITY (required only for processing proposals at this time) 7 CFR 250**

Proposer 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. Proposer 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 Proposer will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Proposer will define their policy and procedures for handling food recalls on a separate document to be submitted along with proposal. Proposer 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:**

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

**Biosecurity:** Proposer 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. Proposer will define their biosecurity policy and procedures on a separate document to be submitted along with proposal.

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

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

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

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards

### Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, Proposers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Proposers must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Proposers and Sub Proposers on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Proposer or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

### **CIVIL RIGHTS STATEMENT AND ASSURANCE**

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

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity

(including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A

### Specifications & Quote Sheet Proposal

Firm contract prices for the period between **July 1, 2023 through June 30, 2024** as available for selected items.

All other items shall be priced at the current market price (index price) plus a fixed fee as specified in your quote proposal. The index price will be based on an average of the range of price for fresh fruit and/or vegetables as listed on Friday of each week in the Federal State Market News Services provided by the Atlanta Wholesale Fruit & Vegetable Report, Friday of delivery in the Underberry's Report, and for processed fruits and/or vegetables based on the Southeast Process on the Friday of each week. The index price for the grade specified plus the "fixed fee" mark-up will be the price paid by the Thomas County School system for the week of delivery. 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 provide a copy of vendor's invoice showing actual cost per item as a basis for his price to Thomas County Schools. However, this provision is limited. Abuse could result in cancellation of the contract.

1. The fixed fee/mark-up cost is to be quoted by the "unit" using the Produce Specifications (attached) as a guide. If the unit and/or package being offered are different from the item on the enclosed Produce Specification sheet, this must be indicated on the bid document.
2. The fixed fee/mark-up cost is not to exceed two (2) decimal places and shall remain firm the entire period of the contract.

**\*\*Bid Document Instructions:** Complete all columns of the attached spreadsheet "RFP Produce 23-24" document, putting the Pack size, if different from the specified pack size, fixed fee, and vendor cost. Formula will calculate extended cost based on estimated quantity. Please indicate on the spreadsheet which products are "GEORGIA GROWN".

**MUST USE THE WEEK OF APRIL 24 - APRIL 28, 2023 FOR PRICE VERIFICATIONS on spreadsheet.  
MUST ALSO ATTACH A SCHOOL INVOICE FOR THE SAME WEEK, APRIL 24 - APRIL 28, 2023.**

- All items shall include all charges for **packing** and **transporting (No added fuel surcharges)** to the individual schools.
- All items listed on the request for quotation must have a total HACCP audited program tracing the product back to where it was grown.
- All cases shall display a recall number on the outside of each case. Information regarding location and/or type of stamp should be provided with bid documents.
- Each bag of pre-cut produce items is to be stamped with a pack or use by date.
- Proof of a total listeria audit program by the produce processor is preferred. Documentation to be provided.

**All refrigerated items must have an internal temperature of 40 degrees Fahrenheit or below at delivery. All items received above 40 degrees will be returned and credited to invoice. Vehicles used for delivery of these items must be designed expressly for food service, in good repair, equipped with working refrigerated units, clean and have working internal thermometers. Any food items delivered on unauthorized vehicles will be rejected and vendor contract will be terminated immediately.**

**BIDS MUST CONTAIN INDIVIDUAL OR UNIT PRICING AND MUST BE LEGIBLE. THE NUMBER OF SERVINGS/PACK COUNT IS REQUESTED. ITEMS NOT QUOTED AS REQUESTED WILL BE DISALLOWED. A BIDDER NOT QUOTING ON ALL ITEMS MAY BE CONSIDERED NON-RESPONSIVE.**

### SEE ATTACHMENTS

#### DEFINITIONS (if applicable) :

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

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

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

**ATTACHMENT B  
PROPOSAL FORM**

Notice to Proposers:

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

This Proposal is submitted to: Thomas County Board of Education  
School Nutrition Program

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

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

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

School Nutrition Director: Dr. Lauren Duplantis

Email address: lduplantis@tcjackets.net

Receipt of Addenda: (if applicable)

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

Addendum 1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date \_\_\_\_\_

Checklist for Proposer:

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

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

Proposal Pricing

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

**Total Proposal Price:    \$ \_\_\_\_\_ (Pricing may be included on attachment for multiple items)**

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

Company Type (check one):

Sole Proprietorship     Partnership     Corporation     Joint Venture     LLC

Proposer attests that:

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

Company Name: \_\_\_\_\_

Federal ID#1: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature\*\*: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Witness's Signature\*\*: \_\_\_\_\_

Witness's Name: \_\_\_\_\_

Witness's Title: \_\_\_\_\_

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

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

**ATTACHMENT C  
DELIVERY SITE(S)**

Thomas County School Nutrition Program

All items will be delivered to the following Sites:

School/Site Name	Address	Cafeteria/Site Telephone Number
Hand in Hand Primary	4687 US HWY 84 BYPASS THOMASVILLE, GA 31792	229-413-1235
Garrison Pilcher Elem.	277 HALL ROAD THOMASVILLE, GA 31757	229-413-1311
Cross Creek Elem.	324 CLARK ROAD THOMASVILLE, GA 31757	229-413-1410
Thomas County Middle	4681 US HWY 84 BYPASS THOMASVILLE, GA 31792	229-413-1531
Thomas County Central High	4686 US HWY 84 BYPASS THOMASVILLE, GA 31792	229-413-1730
Bishop Hall Charter	220 N. PINETREE BLVD. THOMASVILLE, GA 31792	229-227-1608
Thomas County Warehouse	200 N. PINETREE BLVD. THOMASVILLE, GA 31792	229-584-9138



**ATTACHMENT D**

**LOBBYING CERTIFICATION DISCLOSURE**

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

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

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

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

---

Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

ATTACHMENT E

DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

This form is available electronically.

AD-1047

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



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

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-8992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### **Instructions for Certification**

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



ATTACHMENT F-1

LIST OF SCHOOL SYSTEMS THAT DESIRE TO PIGGYBACK

SCHOOL DISTRICT PIGGYBACKING PARTICIPATION AGREEMENT

RFP FOR: (insert proposal type) \_\_\_\_\_

RFP #: \_\_\_\_\_

SCHOOL YEAR: \_\_\_\_\_

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

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

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

NAME OF SCHOOL DISTRICT: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

SCHOOL NUTRITION DIRECTOR: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

NUMBER OF SCHOOLS: \_\_\_\_\_

DELIVERY FREQUENCY: \_\_\_\_\_

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

School District Authority Signature:

\* Awarded Vendor Signature:

\_\_\_\_\_

\_\_\_\_\_

Name: (printed)

Name of Company: (printed)

\_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT H**  
**ANTI-COLLUSION AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY/CITY OF: \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first sworn on oath say, that they are the agent authorized by the Proposer to submit the attached proposal. Affiant further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from offering; or with any state official or 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 Proposer had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this proposal.

\_\_\_\_\_  
Signed

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public (or Clerk or Judge) \_\_\_\_\_

My commission expires: \_\_\_\_\_(MM/DD/YYYY)

**ATTACHMENT I**

**E-VERIFY  
PROPOSER AFFIDAVIT**

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

\_\_\_\_\_  
E-Verify Number (4 to 6 digit number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Proposer

Thomas County Board of Education

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**ATTACHMENT J**

**Proposer Reference Form**

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

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

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

Sample Reference Questions will be asked of provided references and will carry a weight of 5 points each within the evaluation scoresheet and will include the following:

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

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

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

This agreement is dated as of \_\_\_\_\_(MM/DD/YYYY) by and between the \_\_\_\_\_  
Thomas County Food Authority (hereinafter called SFA) 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 or service(s) as specified or indicated in the Contract Documents. Vendor shall supply and deliver (product or service) to the SFA school(s) as designated, if applicable to this solicitation.

**ARTICLE 2. CONTRACT TIME**

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

**ARTICLE 3. CONTRACT PRICE**

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

**ARTICLE 4. INVOICE PROCEDURES**

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

Thomas County School Nutrition  
200 N. Pinetree Blvd.  
Thomasville, GA 31972

**ARTICLE 5. VENDOR'S REPRESENTATIONS**

In order to prompt the SFA 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 Proposing 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 or services.

**ARTICLE 6. CONTRACT DOCUMENTS**

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

- Transmittal Page
- Terms and Conditions
- Attachment A: Specifications & Quote Sheet
- Attachment B: Proposer Proposal Form
- Attachment C: Delivery Site(s)SFA
- Attachment D: Lobbying Certification Disclosure
- Attachment E: Debarment, Suspended and Ineligible Status
- ~~Attachment F: Piggybacking Agreement Form~~
- Attachment G: Proposal Exception Form
- Attachment H: Anti-Collusion Affidavit

- Attachment I: Proposer Affidavit with E-Verify
- Attachment J: Proposer Reference Form
- Vendor Contract Signature page

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

### CONTRACT SIGNATURES

IN WITNESS WHEREOF, Thomas County Food Authority and Vendor have signed this Contract **once awarded**.

This Agreement will be effective \_\_\_\_\_, 20\_\_\_\_\_ for SY' \_\_\_\_\_

\_\_\_\_\_ SFA Board of Education

\_\_\_\_\_ Signature of Board member or designee

\_\_\_\_\_ Printed Name of Board member or designee

\_\_\_\_\_ Date (MM/DD/YYYY)

\_\_\_\_\_ Vendor Company Name

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Printed Name of Company Representative

\_\_\_\_\_ Date (MM/DD/YYYY)