



Coffee County School Nutrition Program

1311 South Peterson Ave.

Douglas, GA 31533

(912) 384-2086

Dawn Lewis, SNP Director

dawn.lewis@coffee.k12.ga.us

REQUEST FOR PROPOSAL CHEMICAL PRODUCTS AND SERVICES

Issue Date	January 27, 2020
Final Date for Written Questions	February 7, 2020
Proposal Due Date and Time	February 21, 2020, 10:00 AM
Proposal Opening Date and Time	February 21, 2020
Opening Location	Coffee County Board of Education, 10:00 AM
Award Date	March 26, 2020

PROPOSAL FOR	NAME OF PRODUCT/SERVICES	LABEL SEALED ENVELOPE
Chemical Services	Chemical Products and Services	"RFP FOR CHEMICAL PRODUCTS AND SERVICES"

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, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

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DEFINITIONS

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

Proposal - A firm, individual, or corporation submitting a proposal in response to this RFP.

Proposal 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 proposal unit. In some instances, the proposal unit and the package unit may be the same.

Board/SNP – Board of Education/School Nutrition Program

Contractor - The provider of the goods and/ or services under the Contract.

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

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

Request for Proposal (RFP) - A type of solicitation document used in competitive sealed 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 bidder whose proposal is lowest in price and meets the specifications of the proposal. An RFP is a formal method of procurement that uses sealed proposal and results in a fixed price contract with or without adjustment factors. The RFP must be publicly advertised and proposals shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the proposals.

Pack size - With some items the proposal unit does not represent a package configuration by which the item would normally be purchased. In such instances, the bidder will be required to bid according to the designated proposal 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.

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

NSLP - National School Lunch Program

SBP - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

The Coffee County Board of Education, School Nutrition Program (Board/SNP) is requesting sealed proposals for School Nutrition for Chemical Products and Services. Proposals are due by the date and time shown on the Invitation to Proposal. Proposals will be opened at the date, time and location shown on the Request for Proposal.

Sealed Proposals shall be mailed or delivered to:

Dawn Lewis, School Nutrition Director
Coffee County Board of Education
1311. S. Peterson Ave.
Douglas, GA 31533

Questions regarding this Request for Proposal shall be directed to:

Dawn Lewis, School Nutrition Director
Coffee County Board of Education
1311. S. Peterson Ave.
Douglas, GA 31533
dawn.lewis@coffee.k12.ga.us

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 bidder shall be responsible to supply and deliver products to the County Board of Education, School Nutrition Program through sealed proposals.

- b) The Board/SNP is seeking to identify and select one to provide the items as listed in the attached list Attachment B. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the RFP and any applicable Addenda.

- c) The Board/SNP reserves the right to accept or reject any or all proposals, 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 Board/SNP.

I. 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 REQUEST FOR PROPOSAL
- 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 up to (4) one year terms. The total period of the contract shall not exceed five (5) years in total.

II. PROPOSAL SUBMISSION PROCEDURES

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

- a) Proposals must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked as shown on page #1 of this document entitled **“REQUEST FOR PROPOSAL CHEMICAL PRODUCTS AND SERVICES”**.
- b) Proposals must be received by the Board/SNP no later than the date shown on page #1 of this document entitled REQUEST FOR PROPOSAL.
- c) Late proposals shall not be accepted. The County Board of Education/School Nutrition Program shall not be responsible for late receipt of proposals. Proposals must be mailed or delivered to the County Board of Education. Emailed and faxed proposals are not acceptable and will not be considered for SEALED PROPOSALS.

Proposals must be mailed or delivered to:
Dawn Lewis, School Nutrition Director
Coffee County Board of Education
1311 S. Peterson Ave.
Douglas, GA 31533

- d) If the bidder submits proposal documents with informalities, errors, or omissions such as, but not limited to, non-conforming proposal security, non-conforming non-collusion affidavit or fails to provide samples, or fails to properly execute and seal the said documents the Bidder, in the Board/SNP's sole discretion, may be given 72 hours from the time of the proposal opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

III. PROPOSAL OPENING DATE/TIME/PLACE

Proposals will be opened at the date and time shown below:

February 21, 2020

Coffee County Board of Education

10:00 AM

IV. AWARD DETERMINATION STATEMENT

- a) This RFP is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All proposal prices shall remain firm for the entire contract period.
- b) The award of this RFP is contingent upon available budget funds and approval of the Board of Education.
- c) The School Nutrition Program will award the contract to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the RFP, within approximately sixty (60) days of the opening of the proposals. Submitted proposal pricing shall remain valid during this sixty-day period. The School Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all proposals or parts thereof.
- d) An official letter of acceptance will be forwarded by the School Nutrition Program to the successful Bidder after proposal selection and prior to contract award.
- e) Upon acceptance and award of a vendor's proposal, the contract between the Bidder and the Board/SNP shall be drafted from (a) the RFP and addenda, (b) the selected proposal response to the RFP by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

V. SYSTEM CONTACT INFORMATION

- a) This Request for Proposal (RFP) is issued by the County Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this RFP should be directed by email to:

- b) Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each Bidder to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this RFP until the date shown on page #1 of this document entitled REQUEST FOR PROPOSAL, in order for a reply to reach all Bidders before the proposal closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an RFP will be furnished to all prospective Bidders as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VI. VENDOR CONTACT INFORMATION

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

SECTION 2 STANDARD TERMS AND CONDITIONS

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

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

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all proposals \$100,000 and over. Please see and complete Attachment E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or 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.

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

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

The Contractor certifies that the Contractor and/or any of its subcontractors 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, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. See Attachment F

By signing this agreement, the Contractor 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 government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

III. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

(ii) The County SNP determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

(iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the proposal process, which is materially false, deceptive, incorrect or incomplete.

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

default of its obligation under the Contract:

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Coffee County SNP'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 Contractor;

(ii) The Coffee County SNP determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;

(iv) The Contractor 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 Contractor terminates or suspends its business; or the Coffee County SNP reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Contractor has engaged in conduct that has or may expose the Coffee County SNP or the State to liability, as determined in the Coffee County SNP's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Coffee County SNP, the state, or a third party.

(c) Notice of Default- If there is a default event caused by the Contractor; the County SNP shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County SNP's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County SNP 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 Contractor, and/or, Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the County SNP may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice,

the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the County SNP up to and including date of termination.

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

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

(f) Payment Limitation in Event of Termination- In the event of termination of the Contract for any reason by the County SNP, the SFA shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the County SNP 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 Contractor's claim. This provision in no way limits the remedies available to the County SNP under the Contract in the event of termination. The County SNP shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(g) The Contractor's Termination Duties- Upon receipt of notice of termination or upon request of the County SNP, the Contractor shall:

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

IV. HUB STATEMENT

It is the intent of the Coffee County Board of Education to provide maximum practicable

opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, woman and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed proposals, competitive proposals or noncompetitive proposals (2 CFR 200.321).

Positive efforts include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) 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
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

V. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for proposals 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.”)

VI. 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).

VII. CLEAN AIR/ CLEAN WATER STATEMENT (for proposals over \$100k)

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. Contractor 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. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor’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 sub grants 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).

VIII. CIVIL RIGHTS STATEMENT AND ASSURANCE

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

Non-discrimination Statement:

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. 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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

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 and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

IX. RECORD RETENTION AND ACCESS CLAUSE

The Contractor 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 Coffee County Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

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

X. PROPOSAL PROTEST PROCEDURES

a.) Any protest shall be in writing and shall be delivered to the Coffee County Board of Education designated Protest official at Coffee County Board of Education. 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 Coffee County Board of Education shall in all instances disclose information regarding protests to State Agency.

XI. 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 bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to bid by all conditions of this proposal and certify that I am authorized to sign this proposal for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

XIII. CODE OF CONDUCT

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

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

XIV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

XV. 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.

SECTION 3
SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS (N/A to Equipment)

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

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

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

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

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

II. PROPRIETARY INFORMATION:

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

III. TRADE NAME, LABELS AND OTHER REQUESTS

- a) Bidders are required to operating manual for equipment, instructions for chemical use, and training as stated in Attachment B.
- b) Upon request, the vendor shall submit MSDS sheets on products, instructions for use, and any other documents deemed necessary for compliance with specifications.

- c) All items shall be properly labeled.

IV. METHOD OF PAYMENT and PRICING INFORMATION

- a) **Prices** - All prices shall remain fixed throughout the term of the contract, and proposals containing escalation, discount, or other price adjustment provisions will be rejected.
- c) The successful Bidder warrants that the proposal price(s), terms and conditions stated in his/her 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 entire contract period.
- c) All proposal prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- d) Prices will not include Federal Excise Tax or State Sales Tax.
- e) The School Nutrition Program will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.
- f) Invoicing
 - i) Invoices, at minimum, shall consist of the following information:
 1. Delivery location
 2. Item description and cost
 3. Extended cost for total quantity purchased
 4. Total cost of all products purchased
 - ii) Monthly statements will be broken down by school invoice and mailed to:
Coffee County Board of Education
Attn: Melanie Weathers, Bookkeeper
1311 S. Peterson Ave.
Douglas, GA 31533

V. METHOD OF SHIPMENT/DELIVERY (where applicable)

- a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial

deliveries will be accepted.

b) All orders are to be delivered F.O.B to addresses as indicated on Attachment E.

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

f) Delivery schedules that fall on a holiday will be made the following business day.

g) Delivery of product 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.

The Three Strikes Rule:

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

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

(iii) After the vendor's third and final offense of the aforementioned, the SNP will terminate the contract for cause in writing via email and regular mail, copying the District Purchasing Compliance Officer.

VI. EVALUATION FACTORS/PROCESS

a) Proposals will be evaluated in accordance with the required specifications as listed in this RFP. At the School Nutrition Program's discretion, a proposal may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of the Bidder to provide, in the School Nutrition Program's opinion, the best overall solution to meet the School Nutrition Program's specifications.

b) The School Nutrition Program's 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 School Nutrition Program.

c)The evaluation committee will evaluate all qualifying proposals by package and recommend an award using the following criteria based on the potential of 100 points. Points are awarded on general submission (20), HACCP Plan/Reporting (20), Knowledge of the Program (15), Quality and convenience of Cleaning Materials (25), Price (20).

Evaluation Scoresheet for Coffee SNP RFP for Chemical Products and Services

Vendor Name:			
Date:			
Evaluator Name:			
General Submission (20 points)			
Evaluation Factor	Evaluator Comments	Possible Score	Total Score
Submitted by date and time		5	
Letters of recommendation and length of relationship		5	
Number of districts using the service		5	
Reliability of delivery		5	
Program Capabilities/Service Requirements (20 points)			
Proposal for Standard Operating Procedures		5	
Staff Training Plan		5	
Program Verification		5	
Field Reports Monthly to Director or Director's Designee		5	
Staff Qualifications/Staff Education/Training and Technical Support (25 points)			
Staff Certifications (including ServSafe)		5	
Commitment/preparedness for multi-site training and response plan		5	
Familiarity with school food service environment		5	
Knowledge of OSHA guidelines		5	
Technical Support Plan		5	
Cleaning Products (25 points)			
Method of dispensing product/packaging		5	
Effectiveness of cleaning products		5	
Product appropriateness for school food service environment		5	
Clarity of user instructions and written directions		5	
Products appropriate for use in septic system/environmentally		5	

Business Stability/Reference (10 points)			
Business Stability		5	
References		5	
Total Program Costs (20 points)			
Total Program Costs		20	
Total		100	

VII. SUBSTITUTION CLAUSE

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

VIII. ADDITIONAL PROPOSAL INSTRUCTIONS

a) **Proposal modifications** - Proposals cannot be modified after receipt of proposals. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Proposal withdrawal** - Bidders may withdraw proposals at any time up to the scheduled time for receipt of proposals. Bidders desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the proposal opening deadline (proposal close date). Bidders may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.

c) **Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the proposal opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of proposal opening. Should a question arise which requires clarification during this time period the date and time of proposal opening will be delayed allowing issuing an addendum.

d) Proposal examination

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to

examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

- ii) 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 of 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 Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

e) Rejection or Disqualification of proposals

- i) 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, may be rejected as non-conforming.
- ii) The School Nutrition Program reserves the right to waive a proposal's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
- iii) The School Nutrition Program reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this RFP in no way constitutes a commitment by the School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the School Nutrition Program may be considered a non-responsible Bidder and their proposal may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The School Nutrition Program reserves the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the School Nutrition Program.

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

g) Offer Acceptance Period - Proposal proposals are an irrevocable offer for 60 days after the proposal opening time and date.

IX. ORDERING INFORMATION

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

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

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

X. AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

XI. ASSIGNMENT

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

XII. INDEPENDENT CONTRACTOR AND INDEMNITY

The vendor shall act as an independent Contractor and not as an employee of the School Nutrition Program. Vendor agrees to indemnify and hold harmless the School Nutrition Program, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors 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.

XIII. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of proposal award, to commence delivery of goods pursuant to the award on “Start Date” shown on page #1 of this document entitled “REQUEST FOR PROPOSAL”.
- b) The Contractor must comply with the time of performance.

XIV. FORCE MAJEURE

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

XV. EVIDENCE OF INSURANCE

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

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

Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate
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b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the 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 County Board of Education, School Nutrition Program.

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

XVI. EXCEPTIONS

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

XVII. WARRANTY

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

XVIII: GIFTS AND GRATUITIES:

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

SAMPLES:

The School Nutrition Program reserves the right to request samples of any/all items indicated on the proposal schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs

associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Quote Sheets, and the proposal number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

XIX: PRE-PROSAL CONFERENCE:

If a pre-proposal conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the RFP or RFP. An Offeror should raise any questions it may have about the solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

XX. 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.

XXI. 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.

XXII. RELEASE FROM CONTRACT:

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

XXIII. PIGGYBACKING CLAUSE:

The vendor agrees to allow the Coffee County School Nutrition Program and the following school district: Atkinson County School Nutrition Program will have the same terms, costs, and conditions as this bid, during the time this bid is in effect. SFA's may order items in quantities of one or more. Any liability created by the purchase orders against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect July 1, 2020 until June 30, 2020 following the award of this bid, unless otherwise specified.

XXIV. FOOD RECALLS AND BIOSECURITY:

Vendor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with proposal. Vendor will provide the contact person and the backup person's contact information, whom will handle food recalls, to the school nutrition director or designee. Are the food recall procedures in compliance with 7 CFR 250 (NOTE: SFA responsibilities include: Implementing the recall procedures upon notification of a recall of USDA Foods; "&"Assigning a food safety coordinator and alternate, and provide the names, titles, email addresses, and telephone and fax numbers of the coordinator and alternate "&"to the SA; Maintaining a contact list for SFA serving sites, distributors, and other recipients. This list should have two recall contacts per site and be verified annually; Notifying all sites re: recall immediately – 24 hours or less, and ensure that the affected products are isolated and labeled "Do Not Use" to avoid accidental use; Identifying the locations of the affected products, and verify that the products have the correct product identification codes; Contacting further processors to track redirected food affected by the recall; Conducting an inventory assessment – 48 hours or less, of affected product: Served; Remaining in-stock at schools, warehouses, and distributors; Further distributed to program participants; Redirected for further processing; Submit the inventory assessment information to the SDA Food Distribution Unit; and follow applicable destruction/disposal instructions provided by the SDA.")

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

XXV. CONTRACT WORK HOURS/SAFETY STANDARDS ACT

(40 U.S.C. 3701-3708) (for contracts in excess of \$2500) 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 contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.

3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles.

XXVI. DAVIS BACON ACT

(for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200/7 CFR 3019.48] 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, contractors 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, contractors 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, "Contractors and Subcontractors 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 contractor or sub recipient 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.

XXVII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: (if applicable)

[Appendix II to 2 CFR 200/7 CFR 3019.48] If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient 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 sub recipient 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.

XXVII. PROCUREMENT OF RECOVERED MATERIALS: (2 CFR 200.322) (if applicable)

An SFA and its [contractors](#) 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.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Coffee County Board of Education, School Nutrition Dept., (hereinafter called School Nutrition Program) and _____ hereinafter called CONTRACTOR.

The School Nutrition Program and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver specified equipment to the School Nutrition Program's school designated.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

School Nutrition Program shall pay CONTRACTOR for delivery of specified goods in accordance with CONTRACTOR'S proposal, which is attached hereto. School Nutrition Program shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

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

Melanie Weathers, Bookkeeper
Coffee County School Nutrition Program
1311 South Peterson Ave.
Douglas, GA 31533

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS

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

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A - Contract Signature Page
- Attachment B - Specifications & Quote Sheet
- Attachment C - Vendor Proposal Form
- Attachment D - Delivery Site
- Attachment E - Lobbying Certificate Disclosure

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

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

This Agreement will be effective _____, 20__

_____ Board of Education

_____ Signature of Board member or designee
_____ Name of Board member or designee
_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative
_____ Name of Company Representative
_____ Date

ATTACHMENT B

Proposal Specifications

Background: The Coffee County School System has 12 schools with an average daily attendance of approximately 7, 500 students. One location also operates a summer program with an average daily attendance of 450 students for the month of June and 165 for the month of July. A system calendar will be provided after the RFP award. The school system operates on a 180 day calendar.

Scope of Work: The request for proposal is a comprehensive Chemical Sanitation Training, Services, and Materials Program for all sites. The proposed program is to include monthly delivery of all cleaning products needed to maintain consistently superior sanitation at all school nutrition sites. The program must also include monthly employee education and training which supports the use of the vendor's cleaning products and reinforces industry accepted food safety, HACCP, and OSHA principles. Training must also be documented in accordance with the National School Nutrition Association Professional Standards and submitted yearly to the school nutrition director.

Site Visits: Monthly site visits are required to each location. During the site visits, vendor should provide necessary training to implement the program to its fullest potential. Also vendor should restock all necessary supplies and chemicals for the school to maintain superior sanitation until the next vendor site visit.

Submission of Proposal and Basis of Award: One copy of the proposal shall be provided with an original signature. No limitation or prohibition shall be placed on the vendor by this solicitation regarding concept or extent of service the vendor may propose: however, the concept shall clearly be described with the framework of the following sections: Program Capabilities, Service Requirements, Staff Qualifications, Staff Education, Training and Technical Support, Cleaning Products, Business Stability, References, and Total Program Costs.

Each section should begin on a new page with each page in each section numbered. Confidential or proprietary information may be included and may be labeled as such; however the entire proposal may not be labeled "confidential" or "proprietary".

Executive Summary: An executive summary of not more than two pages stating an overview of the vendor's project may precede the proposal.

Implementation and Installation: The program should be installed and ready for use by the first day of school (TBA – possibly early/mid August). Training for employees is required prior to the first day of school. (Possible training dates will be discussed after bid is awarded.)

- The vendor will be responsible for meeting all specifications and guidelines set forth herein.
- The vendor will be responsible for maintaining adequate supplies of product at each site. Site managers will not be required to place orders.
- The vendor shall provide proof of workers compensation and liability insurance.

- The vendor will be responsible for having a background check performed for each company employee who will be in any Coffee County School. Proof of background check need not be included with the proposal, but must be available upon request.
- The vendor will be responsible for providing all federal required forms including E-verify. Proof/copies of these forms must be submitted upon request.
- Vendor representative should be in a clearly marked vehicle with company logo, wearing a company uniform, and have an employee ID when on Coffee County School System property.
- The vendor is responsible for ensuring all representatives observe school district policies prohibiting smoking, alcohol, and drug use on Coffee County School System property.
- The vendor must permit access by duly authorized representative of USDA, the Comptroller General, Georgia Department of Education School Nutrition Division, or the school district access to any documents which are directly related to the contract award/proposal.
- The vendor must maintain all records pertaining to the contract for a five year period after final payment.

The Proposal:

Program Capabilities Service Requirements: Describe in detail the procedures which will be used to implement the requirements of this RFP. This section at a minimum should include: timelines for implementation, length of initial training period, frequency of visits during the training period, standard operating procedures, and resources available including monthly reports to the director/director's designee.

Staff Qualifications/Staff Education/Training and Technical Support: Provide a complete detailed description of your company's staff qualifications in the area of food safety and sanitation including certifications, a schedule and description of education which will be provided to SNP employees on a monthly basis, examples of forms used to monitor SNP employee training, sample of the report submitted to the SNP director/director designee of each monthly site visit to include time, time spent at each location, areas of concern, corrective actions, and lesson taught during the visit. A detailed description should also be included on how the bidder will implement corrective action.

Cleaning Products: Provide a detailed description of the chemical program with regards to inventory, re-stock, training, ease of use, equipment provided including signage as required by the health department. Include in the RFP: Material Data Safety Sheets, labels, information about equipment, specifications on all chemicals. Chemicals requested: hand soap, hand cream, all-purpose cleaner, multi-purpose degreaser, pot and pan detergent, sanitizer, germicidal detergent, dishwashing detergent/dispensing equipment, dish machine drying agent/dispensing equipment. All products must meet USDA and Coffee County Health Department requirements for food service. Other products which will be purchased individually on an as needed basis include: freezer cleaner, laundry detergent, clinging de-limer, and bio-cleaner.

Business Stability: Provide a brief history of the company which includes the company's involvement with school nutrition programs, name and number of the primary contacts for contract negotiation, and individual who will manage the school nutrition account. Describe the financial status of the company. The previous two years audited financial statement must be available upon request. Provide a reference list including contact information of five school nutrition programs (preferably in Georgia) that we may contact. If the company has ever been debarred, defaulted on a contract, or denied a bid due to non-responsibility to perform, include an explanation statement including facts and circumstances.

Pricing: Prices must remain firm and fixed for the entire contract time and shall include charges for packing and delivery to all locations. However, due to uncertain market conditions, and in the event a vendor cannot maintain an original quote, the Coffee County School Nutrition Program will consider individual product price changes and substitutions on a case by case basis with documentation in writing from the manufacturer confirming the need for a price change or substituted product. The vendor must hold the price for 30 calendar days after providing the documentation allowing time for confirmation and approval from the School Nutrition Director. The SNP program reserves the right to secure other vendors for the product in the event of a price changes or product substitution. The Coffee County School System is tax exempt.

**ATTACHMENT C
VENDOR PROPOSAL FORM**

Notice to Bidders:

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

This Proposal is submitted to: Coffee County Board of Education
 School Nutrition Program
 1311 S. Peterson Ave.
 Douglas, GA 31533

This Proposal is submitted on this date:

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:
 Dawn Lewis, School Nutrition Director
 Phone: (912) 384-2086
 Email: dawn.lewis@coffee.k12.ga.us

Receipt of Addenda:

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

Addendum 1 _____ Date _____
Addendum 2 _____ Date _____

Checklist for Bidder:

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

- | | |
|---|--|
| <input type="checkbox"/> Lobbying Certificate | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Vendor Proposal Form | <input type="checkbox"/> Contract Signature Page |

Proposal Pricing:

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

Total Proposal Price: \$ _____

Authorized Signature of Bidder: (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

Bidder attests that:

He/she has thoroughly reviewed this RFP and that this Proposal response is submitted in accordance with the RFP requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**:

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**:

Witness's Name: _____

Witness's Title: _____

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

If any employee other than the President or Vice President signs on behalf of the corporation, or if the

President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of

the corporate resolution authorizing said signature(s) must be attached to this proposal. Failure to attach a

copy of the appropriate authorization, if required, may result in rejection of the proposal.

ATTACHMENT D -- DELIVERY SITES

County School Nutrition Program

Ambrose Elementary School
Ellen Gilliard, Mgr.
3753 Vickers Crossing Rd.
Ambrose, GA 31512

Broxton Elementary School
LaErica Stitt, Mgr.
410 South Alabama Street
Broxton, GA 31519

Coffee High School
Dana Willson, Mgr.
159 Trojan Way
Douglas, GA 31533

Coffee Middle School
Cynthia Keanon, Mgr.
901 Hwy. 206 Connector
Douglas, GA 31533

Eastside Elementary School
Viola Hamilton, Mgr.
603 N. McDonald Ave.
Douglas, GA 31533

George Washington Carver Freshman Campus
Melanie Lott, Mgr.
1020 S. Gaskin Ave.
Douglas, GA 31533

Indian Creek Elementary School
Cheree McEachern, Mgr.
2033 Hwy. 158 West
Douglas, GA 31535

Nicholls Elementary School
Kay Fletcher, Mgr.
704 Atlantic Ave.
Nicholls, GA 31554

Satilla Elementary School
Charlene Adams, Mgr.
5325 Old Axson Rd.
Douglas, GA 31535

West Green Elementary School
Patricia Pace, Mgr.
106 School Circle Rd.
West Green, GA 31567

Westside Elementary School
Missy Williams, Mgr.
1302 W. Gordan St.
Douglas, GA 31533

Wiregrass Regional College and Career Academy
Sonia Music, Mgr.
706 W. Baker Hwy.
Douglas, GA 31533

ATTACHMENT E - LOBBYING FORM & DISCLOSURE

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. proposal/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>		
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known:</p> <p align="center"><i>Congressional District, if known:</i></p>		<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p align="center"><i>Congressional District, if known:</i></p>		
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable: _____</p>			
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>			
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>			
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>				
<table border="0"> <tr> <td data-bbox="190 1766 850 1873" style="background-color: #e0e0e0;">Federal Use Only</td> <td data-bbox="850 1766 1531 1873"> <p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p> <p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p> </td> </tr> </table>			Federal Use Only	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p> <p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>
Federal Use Only	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p> <p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>			

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046.

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT F:

DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

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

The Contractor certifies that the Contractor and/or any of its subcontractors 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, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

By signing this agreement, the Contractor 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.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT G:
CIVIL RIGHTS ASSURANCE

The Civil Rights Assurance:

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s) Date