

# Douglas County School System

P.O. Box 1077 ~ Douglasville, GA 30133 ~ 770-651-2000 ~ www.douglas.k12.ga.us  
Mr. Trent North, Superintendent

June 8, 2018

RFP8918-03

TO ALL VENDORS:

Douglas County School District (DCSD) invites proposals for furnishing goods and/or services required for **"Request for Proposal (RFP), Commodity Pizza Processing, 100418 Flour, 100332 Tomato, 110244 Cheese Mozz and RFP"** as described in this document.

Vendors are instructed to read carefully all terms, conditions, specifications and requirements in this (RFP). Vendors are required to complete all returned forms in their entirety.

All proposals accepted must be submitted in a sealed envelope marked with your company name and **"RFP, Commodity Pizza Processing"**. Please deliver your proposal to Douglas County School System, Douglas County School Nutrition Department, 9030 Hwy 5, and Douglasville, Georgia 30134. **Attn: Danielle Freeman, 770-651-2300.**

The proposal acceptance will close on **Tuesday, June 26, 2018 at 1:00 p.m. Eastern Time.** Please allow ample time for delivery. Proposals submitted after the due date/time will not be accepted, however, proposals can be submitted prior to the due date/time.

DCSD reserves the right to accept or reject any or all proposals and to waive any formalities.

Your interest and participation in the DCSD solicitation process is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Danielle S. Freeman".

Danielle Scott-Freeman  
Douglas County School District  
Executive Director of School Nutrition

The signature below indicates end-user's approval of the specifications and requirements of this solicitation document:

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Signature

DOUGLAS COUNTY SCHOOL DISTRICT  
DOUGLASVILLE, GEORGIA  
DOUGLAS COUNTY SCHOOL NUTRITION DEPARTMENT

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**The following Standard Terms and Conditions are common to all**

**DCSD RFP documents. Taking exception to these terms and conditions or submitting conflicting language may be cause for rejection of vendor's response.**

**1.0 PREPARATION OF PROPOSALS**

- 1.1** Responses must be on the forms furnished within this RFP and completed in their entirety. Proposals must be submitted in a sealed envelope marked with your company name and **"RFP, Commodity Pizza Processing"** clearly marked on the outside of the envelope.
- 1.2** Vendors are instructed to read all terms, conditions and specifications as set forth in the RFP carefully. Responses must be either typed or written in ink. Any correction made within the RFP submission (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected by DCSD.
- 1.3** Due to the large number of vendors listed in certain categories of the DCSD Vendor's List, not all vendors will necessarily be sent a notice each time an RFP is issued. RFPs issued by the DCSD are advertised on DCSD web site [www.douglas.k12.ga.us](http://www.douglas.k12.ga.us). The onus rests with the vendor to view the DCSD web site frequently for a listing of solicitations. To view on the Internet, go to the DCSD web site; [www.douglas.k12.ga.us](http://www.douglas.k12.ga.us), click on Departments Procurement current solicitations.
- 1.4** The DCSD School Nutrition Department Purchasing Regulations are hereby acknowledged, understood, and agreed to by the parties and are hereby fully incorporated into this RFP and the resulting Contract. Refer to the DCSD Procurement Department web site for the complete [Purchasing Policies](#). Go to [www.douglas.k12.ga.us](http://www.douglas.k12.ga.us).
- 1.5** Each vendor is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and DCSD policies and/or regulations pertaining to DCSD procurement.
- 1.6** DCSD assumes no responsibility or obligation to the vendors. DCSD will make no payment for any costs associated with the preparation or submission of a response. This provision applies whether or not a dispute arises.

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- 1.7 The terms Bidder, Vendor, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits a response to this RFP.
- 1.8 All responses submitted become the property of the DCSD and are subject to applicable open records policies and laws.

**2.0 COMMUNICATIONS WITH DCSD STAFF**

- 2.1 All communications concerning this RFP must be submitted in writing to the DCSD School Nutrition Department. Email to [Patty.burt@douglas.k12.ga.us](mailto:Patty.burt@douglas.k12.ga.us) is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Douglas County School Nutrition Department, will be binding upon DCSD. The Douglas County School Nutrition Department, in its discretion, may call upon user departments for clarification in their area of expertise. **Questions concerning this solicitation must be received by June 15, 2018. Answers will be posted to the DCSD Current Solicitations website by June 19, 2018.**
- 2.2 From the issue date of this RFP until completion of the entire solicitation process and announcement of award notification, all vendor communication must be authorized by the Douglas County School Nutrition Department including but not limited to communications with school system employees and/or contracted agents related to this RFP. Violation of this provision may result in rejection of the vendor's response.
- 2.3 It is the vendor's responsibility to check the DCSD Current Solicitations website for any addenda, responses to vendor questions, or other communications that may be issued or released during the solicitation period. Following receipt of vendor responses to a solicitation, it is the vendor's responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that DCSD receives said information prior to the deadline(s) indicated. In the event clarification or additional information is provided via email or fax, a signed, original hard copy of this information should be submitted to the Douglas County School Nutrition Department no later than the next business day after the information's due date. The hard copy will serve as the legal document and must match the fax/email copy.

**3.0 AUTHORITY**

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Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

**4.0 SUBMISSION OF PROPOSALS**

**4.1** Responses are to be delivered no later than the date and time (**determined by the date/time stamp of the DCSD School Nutrition Department**) set forth in this RFP. Vendors are advised to consider that hand delivery assures timely receipt. Proposals and supporting documentation must be submitted to:

Douglas County School Nutrition Department-Food Service  
**RFP 8918-03, Commodity Pizza Processing**  
**Attn: Patricia Burt**  
9030 Hwy 5  
Douglasville, GA 30134  
Fax number: (770) 651-2302

The Cost Proposal Form (**Attachment A**) must be submitted separately from the rest of your response. One original along with one (1) copy of the cost section of the proposal must be submitted in a sealed envelope labeled:

**RFP 8918-03, Commodity Pizza Processing**  
Vendor Name  
Cost Proposal

One original along with five (5) copies of the non-cost sections of your proposal response (including supporting documentation) must be submitted in sealed packaging and labeled:

**RFP 8918-03, Commodity Pizza Processing**  
Vendor Name  
Non-Cost Proposal

Both the cost and non-cost responses must be submitted by the due date stated in this solicitation.

**4.2** Any proposal received after the designated time will be deemed late and will not be considered by the DCSD. **No proposals can be faxed or emailed, an original hard copy of your response must be received by the Douglas County School**

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**Nutrition Department no later than the next business day after the proposal due date.**

**5.0 SPECIFICATIONS**

- 5.1** For Goods: Manufacturers listed as “Model Equivalence” or “DCSD Approved Equivalent” in the RFP are to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The DCSD will be the sole determiner as to whether the substituted item is of equal or better specification.
- 5.2** Any deviation from the specifications must be clearly identified by the vendor on the appropriate proposal form(s). If the vendor wishes to provide additional detail regarding the deviations in an accompanying letter, it should be noted on the appropriate proposal form(s). The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. DCSD shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the RFP. If DCSD determines that the modifications or deviations from the specifications are not in compliance, the proposal may be rejected.
- 5.3** A vendor’s failure to deliver any items/services according to specifications set forth in their proposal may result in cancellation of the purchase and permanent removal from the vendor’s list. If any items do not meet these specifications, the items will be picked up at vendor’s expense and removed from the premises of the DCSD at the sole cost of the vendor.
- 5.4** If there is an error in the description or specifications contained in the RFP, DCSD reserves the right to notify each vendor separately from the RFP of such specification or description change and may require all proposals to be in compliance with such modification. In the case of an error in the specifications or the descriptions, DCSD further reserves the right to cancel the RFP and re-issue.
- 5.5** If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in the awarded vendor’s proposal as well as current industry standards. Replacement item must be offered at the same or better discount/fee structure level as the originally awarded item, or at a lower price than the original item. Replacement units must be made available to DCSD for review and approval prior to the end of life of the awarded model. DCSD reserves the right to accept or reject the proposed

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replacement item and to negotiate with awarded vendor the purchase of different brands/models when in the best interest of the System.

**6.0 PRICES QUOTED**

- 6.1 Unless specifically consented to in writing by DCSD, prices must remain firm for a period of one year from the award date, or for any renewal period, under the same terms and conditions as the RFP. The DCSD reserves the option to renew any contract award at its sole discretion.
- 6.2 Quantities/amounts shown in the RFP are estimates. Vendors are advised that the actual number purchased/required may vary from those in the RFP, depending upon the needs of the DCSD and the availability of funds.
- 6.3 Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- 6.4 Pricing must be submitted on the Cost Proposal Form(s) as requested without conditions unless called for in Special Terms & Conditions.
- 6.5 For Goods: Proposals must include any and all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- 6.6 Prompt payment discounts will be considered for the purposes of evaluation and award.
- 6.7 The DCSD does not pay late payment fees.

**7.0 SAMPLES**

- 7.1 When required, samples must be furnished at the vendor's expense and at no cost to DCSD.
- 7.2 Samples are to be tagged or labeled as directed in the Special Terms and Conditions.
- 7.3 Samples not used or destroyed in testing will be available for return to the vendor at vendor's request and at vendor's expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions; samples will become the property of DCSD.

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**7.4** DCSD will assume no responsibility for items lost or destroyed when being inspected or tested.

**8.0 VENDOR'S EVIDENCE OF RESPONSIBILITY**

**8.1** The DCSD reserves the right to require a financial statement and/or Dun and Bradstreet rating from any vendor who submits a proposal. The vendor must submit a current financial statement and/or Dun and Bradstreet rating within 48 hours after notification of such requirement.

**8.2** The enclosed Vendor Reference Sheet and Vendor Questionnaire are to be completed and returned as indicated in the RFP document.

**9.0 DEBARRED, SUSPENDED, AND INELIGIBLE STATUS**

Vendor certifies that the vendor and/or any of its subcontractors (if applicable) have not been debarred, suspended, or declared ineligible by an agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Vendor will immediately notify DCSD in writing if vendor is debarred by the State of Georgia or placed on a Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

C.F.R. Section 180.300 requires that when the School District enters into a covered transaction with an entity at a lower tier, the School District must verify that the entity is not suspended, debarred or otherwise excluded. "Covered transactions" include those procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceeded \$25,000. Furthermore, grantees and sub-grantees must not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded. By signing this contract, you are affirming that neither you, the Vendor, nor any principal of the Vendor are at the date of your signature suspended, debarred or otherwise excluded.

**10.0 NON COLLUSION**

The vendor, by affixing its signature to this solicitation, certifies that 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. The vendor understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.



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**11.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY**

- 11.1** Vendor acknowledges that some material and information which may come into its possession or knowledge in connection with the RFP, or the performance hereof, may consist of confidential and private information of DCSD, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Vendor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this contract, and not to release or disclose any information to any other party except as may be required by law. Vendor hereby expressly agrees to immediately remove any subcontractor or any of Vendor's employees from performing any work in connection with this contract upon DCSD giving notice to Vendor that DCSD reasonably believes such person has failed to meet the confidentiality obligations or standards of this contract. Any employee or subcontractor so removed shall be replaced as provided under the staffing requirements of this contract.
- 11.2** Confidential information is educational records, proprietary information, a trade secret, copyrighted material, or documents otherwise not subject to disclosure or use, as defined under O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 U.S.C. §1232 (g), 45 CFR § 741.6(c)(3), 45 CFR §84.14(d) and 20 U.S.C. §§ 1400-1491. Vendor acknowledges that confidential information includes, but is not limited to, employee data, educational records, and information relating to health records, physician and provider notes, medical bills, claims and other written information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed.
- 11.3** Vendor acknowledges and agrees that Vendor's response hereto, the terms of any contract awarded pursuant to this solicitation, and information concerning the goods and/or services provided in connection with any contract awarded pursuant to this solicitation, are generally subject to the requirements of the Georgia Open Records Act, O.C.G.A. §51-18-70 *et seq.*
- 11.4** Should vendor contend that it has submitted any records to DCSD which constitute "trade secrets" (as such term is defined in O.C.G.A. § 10-1-761) and desire to exempt such trade secrets from the requirements of the Open Records Act pursuant to O.C.G.A. § 51-18-72(a)(34), vendor shall submit and attach to any such records it contends constitute trade secrets an affidavit affirmatively declaring that specific information in the records constitutes trade secrets, Should vendor attach such an affidavit, DCSD shall notify vendor at least ten (10) days prior to disclosing such information, should DCSD determine that such information does not rise to the level of a "trade secret" (again, as such term is

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defined in O.C.G.A. § 10-1-761). Should vendor fail to move for an appropriate court order within such ten (10) day period, or should vendor fail to provide an affidavit as required by O.C.G.A. § 51-18-72(a)(34), DCSD may disclose such information as it deems appropriate.

**12.0 ORIGINALITY AND TITLE TO CONCEPTS, MATERIALS AND GOODS PRODUCED**

Vendor represents and warrants that all the concepts, materials, goods and services produced, or provided to DCSD shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials, goods and services provided by Vendor to DCSD and DCSD's use of same shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

**13.0 RECORDS**

**13.1 Retention** - The vendor must retain all 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 DCSD 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.

**13.2 Access** –The vendor shall permit DCSD or any duly authorized representative from the Department of Education, United States Department of Agriculture (USDA) and/or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract where such records may be located during normal business hours. Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, DCSD reserves the right to charge Vendor for the cost of the audit and appropriate reimbursement.

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**14.0 CIVIL RIGHTS**

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

To file a complaint of discrimination for a solicitation involving food items, write United States Department of Agriculture (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.

To file a complaint for any other solicitations, contact the Civil Rights Center Director, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. Phone number: Voice: (202) 693-6502 / TTY: (202) 693-6516 or Fax: (202) 693-6505. Email: [CRCEXternalComplaints@dol.gov](mailto:CRCEXternalComplaints@dol.gov).

**15.0 AWARDS**

**15.1** The DCSD reserves the right to accept or reject any part of a submitted proposal, to accept the entire proposal from one vendor, to accept portions of the proposal from several vendors, or to reject all proposals submitted or waive any minor irregularity. The DCSD reserves the right to award the proposal under the most beneficial economic terms for the DCSD.

**15.2** The DCSD reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof. Award will be made in the best interest of DCSD.

**15.3** DCSD may choose not to make an award to a vendor for less than \$1,000.00 when there are multiple awards on a solicitation.

**15.4** In case of tie and subject to compliance with state and federal regulations and guidelines, the award will be made as follows:

**15.4.1** The award will be to the in-county vendor.

**15.4.2** The award will be to the in-state vendor.

**15.4.3** If applicable, award will be to the vendor with goods made in Georgia.

**15.4.4** The award will be to the vendor with the lesser total dollar volume.

If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

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- 15.5** Award will be made to the responsive and responsible vendor based on price, availability, lead time, past vendor experience, references, and compliance with the RFP specifications and requirements as outlined in the evaluation criteria included in this solicitation.
- 15.6** A determination of competitive range may be made during the evaluation process. Vendors not in the competitive range of being selected for award shall be eliminated from further discussion.
- 15.7** During the evaluation phase, discussions may be conducted with vendors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Vendors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Procurement Services may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, DCSD reserves the right to re-solicit the item(s)/services(s) involved.
- 15.8** The DCSD reserves the right to negotiate a lower price than the award price on any line item with the successful vendor. If the DCSD is unable to negotiate an acceptable price, it reserves the right to re-solicit the item(s)/service(s) involved.
- 15.9** The DCSD reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the District.
- 15.10** The DCSD reserves the right to purchase related items/services from the awarded vendor(s) when necessary, provided the pricing granted is in accordance with the cost structure awarded for similar items/services.
- 15.11** Purchases by the DCSD are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.
- 15.12** Awards will be posted on the internet at Awarded IFBs/RFPs/RFQs on the Procurement Department Web Page. Go to [www.douglas.k12.ga.us](http://www.douglas.k12.ga.us) Click on Departments, Procurement, and Awarded Solicitations.
- 15.13** If after the award there is a decrease in the price of a product from the manufacturer, or a rebate, the successful vendor will pass that price decrease and/or rebate onto the DCSD.

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**16.0 CONTRACT**

- 16.1** The Acknowledgement and Agreement form must be completed and returned with the proposal.
- 16.2** Vendor must be in full compliance with all applicable federal and state security and immigration laws including without limitation the Georgia Security and Immigration Compliance Act. Vendor is required to affirm Vendor's compliance by completing and returning the Georgia Security and Immigration Compliance Documents with the proposal.
- 16.3 **Entirety of Contract**** – All DCSD documents issued in conjunction with this solicitation including but not limited to the original solicitation, subsequent addenda, clarification and vendor questions/answers as well as all DCSD accepted documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between DCSD and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. DCSD award letter is expressly incorporated into the contract between the vendor and DCSD. If any language of the response submitted by the Vendor conflicts with language of the RFP, the language of the RFP shall govern and control for all purposes, unless consented to and agreed to by DCSD in writing.
- 16.4** If the Vendor has additional terms and conditions, including but not limited to a Vendor drafted contract or purchase order, that it is proposing, then the Vendor must disclose and submit those terms and conditions in writing for evaluation by the DCSD with its initial RFP response. If the vendor objects to any term or condition in this solicitation, then any such objection shall be clearly indicated in writing. If any of the vendor's proposed contract terms conflicts with any of DCSD's terms and conditions, then each and every term proposed by the vendor that is conflicting must be clearly identified separate from the contract in writing. DCSD is not under any obligation to consider any terms or conditions proposed by the vendor that are not included with the vendor's initial response and not disclosed in the manner as set forth in this paragraph. Further, unless expressly agreed to in writing by the DCSD, then DCSD will not be bound by any terms and conditions in any vendor contract, packaging, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in the DCSD solicitation, the DCSD purchase order related to this solicitation or contract. Submitting terms and conditions that are considered by DCSD to be in conflict with DCSD terms and conditions may deem a vendor non-responsive.

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- 16.5** Time is of the essence in this Contract.
- 16.6** **Governing Law, Forum Selection and Attorneys' Fees** - This contract, including each provision hereof, shall be construed in accordance with, and governed in all respects by, the laws of the State of Georgia, without regard to its conflicts of laws, rules or principals. Under no circumstances shall any provision of this contract be governed by the Uniform Computer Information Transactions Act (UCITA) as such law may be enacted in any state. All actions arising out of the terms of this contract, the transactions contemplated hereby or the performance hereunder shall be brought in the Superior Court of Douglas County, Georgia with respect to any state law claims and in the United States District Court for the Northern District of Georgia with respect to any federal claims, and each party to this contract hereby irrevocably and expressly consents to the exclusive jurisdiction of such courts and to the laying of venue in such courts. Vendor agrees to pay all reasonable costs and expenses incurred by DCSD in connection with any investigation, litigation or other proceeding arising out of this contract in the event that DCSD is a prevailing party in such action. DCSD shall be considered a prevailing party if: (i) any lawsuit filed against it results in a dismissal, judgment, jury verdict or appellate decision in its favor, or (ii) it substantially prevails on any claims brought by it against Vendor.

**17.0** **SHIPPING**

- 17.1** All prices are to include delivery to the location(s) specified in the RFP or the Purchase Order. All delivery for goods must be FOB Destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the DCSD.
- 17.2** Inside delivery is required for all goods. At no time should goods be left outside of any building. Vendors are asked to be mindful of school arrival and dismissal times and avoid attempting delivery during those times. For large, heavy items, vendors are encouraged to call ahead to the delivery location to give prior notice and ascertain any deliver details particular to that location (i.e. loading dock availability, which entrance provides access to loading dock, etc.).
- 17.3** If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by DCSD, DCSD reserves the right to cancel the purchase of the items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from DCSD's Vendor List. If delivery of goods or services is not complete within the time specified, DCSD may, without liability and in addition to any other rights or remedies, terminate the agreement, by

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notice effective when received, as to goods or services not yet delivered or rendered. DCSD may purchase substitute goods or services elsewhere and charge vendor for any additional expense incurred.

**18.0 INVOICING**

- 18.1** Payment will be made by the DCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the DCSD authorized representative. Acceptance of any part of the Order shall not bind DCSD to accept any future shipments nor deprive it of any right to return goods already accepted.
- 18.2** The successful vendor will be required to supply an original and one copy of each invoice. All invoices must reference the purchase order to which they pertain.
- 18.3** Prompt payment discounts offered for payment up to thirty (30) days will be taken.
- 18.4** No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the DCSD authorized representative.
- 18.5** All invoices and/or financial correspondence should be directed to:

Douglas County School Nutrition  
P.O. Box 1077  
Douglasville, Georgia 30134  
Attn: Nutrition Accounts Payable Department

**19.0 COMPLIANCE**

Final inspection of all products/services for acceptance or rejection will be made by DCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by DCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective, not in conformance with the required specifications, or not to perform as claimed by the vendor.

**20.0 RIGHTS AND REMEDIES**

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- 20.1** As permitted by law, in lieu of canceling the purchase order, the DCSD may levy a charge if the successful vendor fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the DCSD as a result of the vendor's failure to deliver the item(s) as required.

DCSD does not waive any of its rights under contract law. Vendor acknowledges and agrees that if the vendor breaches this agreement, then DCSD may cover such goods by contracting to purchase goods in substitution for those due from the seller. DCSD may recover from the vendor as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. Failure of the DCSD to effect cover does not bar it from any other remedy. In such circumstances that DCSD is not able to cover or chooses not to cover the goods purchased under this solicitation, then the vendor acknowledges and agrees that DCSD can recover the difference between the market price of the goods at the time DCSD learned of the breach and the contract price of the goods, including any incidental and consequential damages. If DCSD has accepted non-conforming goods purchased under this solicitation, then vendor acknowledges and agrees that DCSD can recover the value of the goods promised by the vendor and the value of the non-conforming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to DCSD under Georgia law. Vendor acknowledges and agrees that DCSD is owed its reasonable attorney's fees and costs incurred with the exercise of its rights in connection with the foregoing remedies.

Partial completion on a purchase order will not exempt a vendor from this charge. DCSD further has the right after assessing such charge, after the continuing failure of the vendor to complete, to terminate the purchase order.

- 20.2 Warranty and Support Requirements** – The DCSD is not waiving, amending, or abridging any warranty rights/contractual rights provided to the DCSD under state or federal law. The DCSD is not bound by any terms or conditions in any vendor's contract, packaging, invoices, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in addition to DCSD's contractual rights as provided under state or federal law. In addition to the foregoing warranty and contractual rights of the DCSD, the Vendor further warrants and agrees as follows:

- 20.2.1** Any good(s) purchased under this contract will be defect free in materials and workmanship and be of the quality, size and dimensions ordered. The packaging, packing, marking, and shipping of such goods will conform



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with the requirements of this RFP and as set forth in vendor's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by DCSD.

- 20.2.2** For Goods: Upon request by DCSD , the Vendor further agrees to immediately correct, without charge to DCSD, any defects in the goods, which develop during the life of the warranty after acceptance and payment by DCSD. Vendor further agrees to indemnify DCSD against damages of any sort resulting from faulty workmanship or materials by Vendor while performing any warranty or guaranty work hereunder (or by any third party performing such work for and on behalf of Vendor). Any goods or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as goods initially delivered.
- 20.2.3** For Goods: Vendor is fully aware of DCSD's business requirements and intended uses of the product(s) and warrants that the product(s) shall be fit for such intended uses.
- 20.2.4** DCSD shall give written notice to the Vendor of any breach of warranties in this section and such notice shall contain information concerning the deficiencies found, the location of the nonconforming good(s), and the quantity involved, including DCSD's notification of the remedy for the non-conforming or defective good(s).

**21.0** **TERMINATION**

- 21.1** If the DCSD or the successful vendor(s) wish to cancel this contract following award, written notice thirty (30) days in advance will be required of either party. DCSD reserves the right to terminate the contractual relationship with Vendor at any time without cause and without penalty on 30 days' written notice to Vendor. DCSD shall pay vendor for the work performed prior to the date of notice of termination. Vendor shall not be paid for any work performed or incurred after the receipt of the notice of termination, nor for costs incurred by its vendors. In addition, DCSD may terminate the contract with Vendor in the event Vendor breaches any of its duties and obligations under this contract and Vendor fails to cure such breach within thirty (30) days after receiving notice from DCSD specifying the breach.
- 21.2** The rights and remedies of DCSD as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

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- 21.3 Multiyear Awards** – As provided in O.C.G.A. § 20-2-506, any contract awarded pursuant to this solicitation shall be deemed to obligate DCSD only for those sums payable during the calendar year of its execution or, in the event of renewal by DCSD , for those sums payable in the calendar year in which the renewal occurs. In no event shall any contract awarded pursuant to this solicitation be deemed to create a debt of DCSD for the payment of any sum beyond the calendar year of its execution or, in the event of renewal by DCSD, for those sums payable in the calendar year in which the renewal occurs.
- 21.3.1** The contract awarded pursuant to this solicitation shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided herein.
- 21.3.2** To the extent otherwise set specifically set forth herein, the contract awarded pursuant to this solicitation may provide for automatic renewal unless positive action is taken by DCSD to terminate such contract.
- 21.3.3** The contract awarded pursuant to this solicitation shall state the total obligation of DCSD for the calendar year in which it was executed and for each calendar year for which it may be renewed as provided herein.
- 21.3.4** The contract awarded pursuant to this solicitation shall not exceed seven and one-half percent (7.5%) of the total local revenue collected for the maintenance and operation of DCSD in its most recently completed fiscal year.
- 21.4** The contract awarded pursuant to this solicitation will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of DCSD, In the event DCSD determines that appropriated funds no longer exist or are insufficient to fulfill DCSD's obligations hereunder, DCSD may terminate the contract awarded pursuant to this solicitation by providing thirty (30) days written notice of termination to the vendor. Notice of any such termination shall include a certification by DCSD of the unavailability or insufficiency of fund, and such certification shall constitute an agreement by DCSD not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the vendor before the end of the calendar year in which the notification of such termination is provided, DCSD shall make payments to the vendor through the date of termination.

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- 21.5 Termination for Cause** – The occurrence of any one or more of the following events shall constitute cause for DCSD to declare the Vendor in default of its obligations under the contract:
- 21.5.1** The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to DCSD'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 Vendor;
  - 21.5.2** DCSD determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;
  - 21.5.3** The Vendor fails to make substantial and timely progress toward performance of the contract;
  - 21.5.4** The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or DCSD reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - 21.5.5** The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
  - 21.5.6** The Vendor has engaged in conduct that has or may expose the DCSD to liability, as determined in the DCSD's sole discretion; or
  - 21.5.7** The Vendor has infringed on a patent, trademark, copyright, trade dress or any other intellectual property rights of a third party.
  - 21.5.8 Notice of Default** – If there is a default event caused by the Vendor DCSD shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in DCSD's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, then DCSD may:
    - 21.5.8.1** Immediately terminate the contract without additional written notice; and/or

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- 21.5.8.2** Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting Vendor including without limitation offsetting amounts owed DCSD to the Vendor by such charges; and/or,
- 21.5.8.3** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

**22.0 NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT**

Except as may be specifically permitted by the RFP, Vendor shall not delegate, subcontract, assign or otherwise permit anyone other than Vendor personnel to perform any of the work and/or provide any of the services required of Vendor under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of DCSD, which consent may be withheld by DCSD in its sole discretion.

No subcontract, which Vendor enters into with respect to the performance of work and/or provision of services under this Contract, shall in any way relieve Vendor of any responsibility for any performance or obligation required of it by this Contract. Vendor hereby accepts responsibility for ensuring that **all** subcontractors who perform any of the services under this Contract also comply with the terms and conditions of this Contract; and Vendor expressly agrees to indemnify and hold harmless DCSD from any and all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Vendor shall give DCSD immediate notice in writing by registered or certified mail of any claim, action or suit filed against Vendor by any subcontractor, and prompt notice of any claim made against Vendor or any subcontractor, which may result in litigation, related in any way to this Contract.

Vendor must notify DCSD of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). DCSD reserves the right to require that a subcontractor be removed from the contract.

**23.0 TAXES**

Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract. Vendor makes no representation whatsoever regarding any tax liability of Vendor, nor regarding any exemption from tax liability related to this Contract.

**24.0 FORCE MAJEURE**

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Neither party shall be liable or responsible to the other party, nor deemed to have defaulted under or breached the contract awarded pursuant to this solicitation, for any failure or delay in fulfilling or performing any term of such contract, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control including, without limitation, Acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, governmental order or law, actions, embargoes or blockades, strikes, labor stoppages or slowdowns, The impacted party shall promptly give notice within five (5) days of the occurrence of any such event to the other party which shall identify the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such event are minimized and shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**25.0 SURVIVAL OF REPRESENTATIONS**

The provisions, representations and warranties contained in this contract shall survive the delivery of all components procured hereunder and the payment of fees therefore and any termination of this contract in accordance with their respective terms and conditions.

**26.0 RELATIONSHIP OF PARTIES**

This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The Vendor shall be deemed an independent contractor, and the employees and agents of the Vendor shall not be deemed to be the employees or agents of DCSD. DCSD is not responsible for the payment of any taxes, insurance or benefits on behalf of the firm's employees.

**27.0 SEVERABILITY**

Any section, subsection, paragraph, term, condition, provision or other part of this contract which is held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate or otherwise change any section, subsection, paragraph, term, condition, provision or other term of this Contract shall not affect any other section, subsection, paragraph, term, condition, provision or part of the contract, and the remainder of this contract shall continue to be of full force and effect.

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**28.0 WAIVERS**

The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to future performance of such obligations and other obligations under this contract.

**29.0 PUBLICITY**

Vendor shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without express written prior consent of DCSD. As used in this section, the term “publicity” includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs and similar public information.

**30.0 VENDOR EMPLOYEES ON DCSD PROPERTY**

**30.1** All Vendor employees, agents and subcontractors working on DCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. All Vendor employees should conduct themselves in a professional manner and should not give the appearance of fraternizing with staff or students. Vendor shall provide and institute necessary security measures to prevent **unauthorized** access to any and all computer networks and proprietary information, trade secrets or student information of DCSD by any of its employees or agents, and Vendor shall be liable and responsible to DCSD for any and all security breaches by its employees or agents.

**30.2** DCSD is a Drug Free Workplace – By submission of a response to the RFP, the vendor certifies that employees, agents, and subcontractors will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs on the DCSD property during the performance of the contract.

**30.3** DCSD is a Smoke Free Workplace – By submission of a response to the RFP, vendor certifies that employees, agents, and subcontractors will not use tobacco products on school property at any time during the performance of the contract.

**30.4** DCSD reserves the right to request the removal of any vendor employees, agents, or subcontractors from DCSD property.

**31.0 AMENDMENTS IN WRITING**

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No amendment of any term or condition contained in this contract, including the RFP and Vendor's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of DCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

**32.0 PARTIES BOUND**

This contract shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**33.0 INDEMNIFICATION**

Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless members of the Board of Education (BOE), the DCSD and its officers, agents and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this contract, due to any act or omission on the part of Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf; or due to any breach of this contract by Vendor; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf.

As permitted by Georgia law, this indemnification shall apply notwithstanding the fact that the Indemnities may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnities.

This indemnification extends to the successors and assigns of the Vendor, and this indemnification and release survives the duration of this contract, the termination of

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this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Vendor.

Vendor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

**34.0 COMPLIANCE WITH LAWS**

**34.1** Vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.

**34.2** Vendor further agrees that in the performance of the contract, it will comply with all laws, regulations, rules and policies that may apply to public education in general and the operation of the DCSD in particular.

**35.0 INSURANCE REQUIREMENTS**

Please see Special Terms and Conditions for Insurance Requirements specific to this solicitation.

**36.0 POTENTIAL SMALL BUSINESSES, MINORITY AND WOMEN'S BUSINESS ENTERPRISES CFR7-3016.36e**

It is the intent of the DCSD to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

**37.0 COMPLIANCE WITH FEDERAL LAWS**

All vendors must comply with all applicable federal laws including without limitation:

**37.1** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000.)

**37.2** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the



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Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000.)

- 37.3** Buy American Policy - The Federal “Buy American” Policy mandates that school districts participating in the National School Lunch Program purchase only food products that are produced in the United States, whenever possible. Additionally, vendors must be able to provide documentation verifying domestic origin of products as defined in 7 C.F.R. § 210.21(d), if requested.

**38.0** **SPECIAL TERMS AND CONDITIONS**

Should these DCSD Standard Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.

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CONFLICT OF INTEREST

ALL PROSPECTIVE VENDORS PLEASE READ CAREFULLY

Please refer to Board Policy BHA, Conflict of Interest, located on the Douglas County School System website at [www.douglas.k12.ga.us](http://www.douglas.k12.ga.us) under Board of Education, Board Policy Manual.

Any conflict with Board policy and/or administrative rules must be disclosed at the time of proposal submission.

BOARD MEMBERS:

- Ms. Tracy Rookard, Chairman
- Ms. Michelle Simmons, Vice Chairman
- Mr. Devetrion Caldwell
- Mr. D.T. Jackson
- Mr. Jeff Morris

DISTRICT SENIOR STAFF MEMBERS:

- Mr. Trent North, Superintendent
- Danielle Scott-Freeman, Executive Director of School Nutrition

**The Special Terms and Conditions are customized specifically to this solicitation. Taking exception to these terms and conditions or submitting conflicting language may be cause for rejection of vendor’s response.**

**1.0 PURPOSE**

The purpose and intent of this solicitation is to select qualified Vendors to process USDA Commodity Pizzas into usable end products for use in the National School Lunch and School Breakfast programs in the DCSD. The processed food end-products will be shipped to a DCSD Authorized Food Distributor(s) using a Value Pass through System or delivered to the DCSD Food and Nutrition Services (FNS) Warehouse. FNS anticipates spending approximately \$82,000 for processing USDA commodity 100418 Flour, 100332 Tomato Paste, 110244 Cheese Mozzarella into finished end-products.

**2.0 GENERAL REQUIREMENTS**

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- 2.1** Each vendor is responsible for having knowledge and understanding of any/all Federal and Georgia laws and Department of Education regulations pertaining to USDA commodity processing.
- 2.2** All vendors must have a Georgia State Participation Agreement with the Georgia School Nutrition Program (GSNP) and a Summary End Product Data Schedule (SEPDS) for the items that they are proposing. No vendors will be considered that are not on the approved list. All products proposed must have SEPDS included with vendor's response.
- 2.3** Vendor must be approved by the GSNP to participate in the Value Pass Through System with distributors that service school districts in Georgia.
- 2.4** If reimbursement is lost due to failure to meet the terms of this contract or unauthorized substitutions of product, FNS will require the vendor to pay a dollar amount equal to the cost of the product, the reimbursement lost, and any fines.
- 2.5** Prices proposed must include the acceptance of USDA commodity products, which will be diverted by USDA to the awarded vendor(s).
- 2.6** No guarantee is given or implied as to the amount that will be purchased. Quantities may increase or decrease as needs change, such as participation changes, menu changes, etc. All quantities, whether increased or decreased, shall be furnished at the awarded prices. FNS reserves the right to add new products or remove products during the duration of this contract.
- 2.7** FNS reserves the right to choose which products best suits its needs.
- 2.8** The determination of whether all products are delivered to an authorized distributor(s) or to the FNS Warehouse or a combination of both will be done solely by FNS staff.

**3.0** **PRODUCT SPECIFICATIONS**

- 3.1** The Pizza products processed will utilize USDA 100418 Flour, 100332 Tomato Paste, and 110244 Cheese Mozzarella.
- 3.2** The need for processing of items is dependent upon the unpredictable receipt of USDA donated commodities. FNS has no control over timing of arrival of products for processing or quantities of items allocated.
- 3.3** FNS must be notified within 30 days of any ingredient, nutritional, or preparation process changes in the product awarded.

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- 3.4** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the vendor in violation of the contract with the School District as well as Federal law.
- 3.5** FNS discourages the use of the following ingredients: mono-sodium glutamate, high fructose corn syrup, peanuts, peanut protein, peanut oil, or peanut by-products, red dye #40, and yellow dye #5.
- 3.6** FNS purchases only trans-fat free products, except for naturally occurring small amounts of trans-fat that may be in animal products.
- 3.7** FNS prefers low-fat and reduced sodium products.
- 3.8** Whole-Grain Rich is defined as a product that contains greater than or equal to 50% whole grain ingredients by weight. All grain products proposed, including breaded meat products, must have a signed CN statement from the manufacturer for the grain component documenting the percentage and gram weight. Whole grains percentage and gram weight must be listed separately on the statement. Grain equivalents are based on USDA Memo Code: SP 30-2012. All grain products must be credited based on oz. equivalent standards beginning July 1, 2013. USDA Memo Code: SP 30-2012 can be found at: <http://www.fns.usda.gov/cnd/governance/Policy-Memos/2012/SP30-2012os.pdf>.
- 3.9** FNS prefers products to be natural and may not award items unless they are free of artificial colors, flavors, sweeteners, and preservatives and have minimal ingredients and processing.
- 3.10** Under no circumstances may a vendor substitute a product for any item awarded without prior approval. In the event an awarded item is discontinued or the manufacturer changes the formulation or preparation process and FNS determines the change to be unacceptable during the term of the contract, the successful vendor must provide an acceptable substitute item at the same contract price per serving or risk being found in default. The vendor must file a written request with FNS and be granted approval to substitute, in writing, before any substitution may be made. Request to substitute should be accompanied by Nutritional Analysis, CN label documentation, box label, sample, preparation instructions and list of ingredients for the proposed substitute item. FNS reserves the right to deny payment or refuse delivery of a substitute item when that item has not been approved.
- 3.11** FNS reserves the right to sample and/or test any current product being provided by the vendor to ensure that the current product meets the

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specifications of the product that was awarded to the vendor. Should any item fail to meet specifications, quality or condition as sampled, FNS shall require the vendor to remove any such item from every school, and full credit shall be given to FNS for the total amount of product removed. FNS will retain samples of all awarded products to ensure that tests can be done on products.

- 3.12 Approved Equivalent** - The use of brand name(s) is not for restrictive purposes, but to establish an acceptable level of quality that FNS is seeking. If the vendor proposes to furnish an “approved equal” product, the brand name of the product to be furnished shall be clearly identified. FNS shall be the sole determinant of all comparable products.

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**4.0 PROCESSING SPECIFICATIONS**

- 4.1** Vendors are advised that the processing of specific end products may vary depending upon the needs of the School District and the availability of funds.
- 4.2** All USDA commodities must be processed under a Hazard Analysis Critical Control Point (HACCP) Program. The HACCP Program Questionnaire included in Section 15.0 should be submitted with the proposal response. Proposal responses submitted without a completed HACCP Program Questionnaire may not be considered.
- 4.3** It is the vendor's responsibility to hold the frozen product at a uniform temperature of 0 degrees Fahrenheit or lower until the time of delivery or between 33 degrees Fahrenheit and 40 degrees Fahrenheit for refrigerated product.
- 4.4** Product must be stored in sealed plastic bags to prevent damage to product when freezing and shipping.
- 4.5** Labels must comply with all federal, state, and local regulations.
- 4.6** FNS makes every effort to consume all end products within the school year. However, FNS reserves the right to carry over a balance of USDA product from one school year to the next school year.

**5.0 DELIVERIES**

**5.1. Deliveries to Authorized Distributor(s) and FNS Warehouse**

- 5.1.1** All deliveries shall conform in every respect to any Federal, State, County, and local laws relating to products under contract.
- 5.1.2** Within 30 working days from the date of the receipt at school or warehouse, FNS reserves the right to reject any and all product delivered which, in their opinion, does not comply with the proposal specifications or threatens the safety of DCSD's students and staff. All products rejected must be promptly picked up and replaced by the vendor at no charge to FNS.

**5.2 Value Pass Through Deliveries made to FNS Authorized Distributor**

- 5.2.1** End product should be delivered just-in-time throughout the school year.

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- 5.2.2** Vendor must ship orders to distributor in a timely fashion.
- 5.2.3** FNS Senior Buyer should be notified by vendor upon receipt of order if product cannot be shipped to distributor by requested delivery date.
- 5.2.4** If USDA product is not available to process, vendor must provide commercial product at the contracted price to distributor.
- 5.2.5** Vendor should sell to distributor at Gross Cost.

**5.3 Deliveries to FNS Warehouse**

- 5.3.1** All deliveries shall have a temperature recorder box that records the temperature of the trailer from the time the product is loaded on the trailer until the time the product is unloaded. Deliveries without a temperature recorder box may be refused. The temperature recorder box should be able to be read and printed out by FNS's warehouse personnel or their designee at the time the product is being unloaded from the trailer. A delivery in which the FNS warehouse personnel cannot read the temperature recorder box may be refused. If the temperature recorder box records temperatures above 0 degrees Fahrenheit anytime during the transporting of product or the trailer temperature at the time of delivery is above 0 degrees Fahrenheit, FNS reserves the right to refuse the delivery. Gaps in times recorded may also warrant refusal of the delivery. If a delivery is refused due to temperature abuse, replacement product must be delivered within 10 working days at no charge to FNS.
- 5.3.2** Deliveries shall be processed as ordered and shipped to:  
  
Douglas County School Nutrition Warehouse  
9030 Hwy 5  
Douglasville, GA 30134
- 5.3.3** All products delivered to FNS's Warehouse must be on pallets.
- 5.3.4** FNS may request deliveries of product that will be less than one full truck load and may request deliveries more than once a month of partial truck loads. The FNS Warehouse Supervisor will make the sole determination of quantity ordered.

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**5.3.5** Deliveries of the finished product must be made to FNS's Warehouse between the hours of 7:00 am and 2:00 pm Monday through Friday.

**5.3.6** Delivery appointments must be scheduled with the Nutrition Procurement Department or their designee at least 72 hours in advance.

**5.3.7** Deliveries may not be made on the manufacturer's requested day if warehouse staff is unavailable to unload the truck. The final decision on whether deliveries can be made on the requested day will be made by the Nutrition Procurement Department.

**5.4** Delays in delivery of product ordered are unacceptable and may result in cancellation of contract.

**6.0** **PRODUCT INFORMATION**

Vendor must submit the following for each item proposed:

- Sample
- Nutritional Analysis
- Ingredient Statement
- CN Label, if applicable
- Signed Product Formulation Statement, if not CN labeled
- Georgia Summary End Product Data Schedule

Samples are required on all products proposed in vendor's response. Provide one case of each product proposed for sampling. Samples will be evaluated by nutritional analysis and taste testing. A product will not be considered if a sample is not provided.

**All samples must be delivered to: Procurement Specialist, Food and Nutrition Services, 9030 Hwy 5, Douglasville, GA 30134 by 3:00 pm on May 22, 2018. No samples will be accepted after the deadline.**

**7.0** **MARKETING STRATEGIES**

With proposal response, vendor should provide a detailed marketing plan designed to increase student participation and enhance menus. Examples of marketing materials and strategies may be submitted on a USB flash drive or included as hard copies with vendor's response. All marketing materials and/or promotions used in any school must be approved by the FNS Executive Director prior to shipment and/or use in any school within the District. Failure to meet this requirement can result in termination of the contract.



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**8.0 FEE STRUCTURE FOR ADDITIONAL ITEMS**

Within this document, FNS has attempted to anticipate and identify all items that may be needed under this contract throughout the length of the award period. In the event FNS has failed to include an item(s), responding vendors are asked to provide a fee structure for additional, related items that may be purchased during the award period. Vendors are to identify the pricing source and the associated fee structure in the space provided on the attached Cost Proposal Form. Some example responses are: X% discount below MSRP; X% discount below published catalog pricing; Cost plus X% mark-up. Upon request, awarded vendor must be able to provide documentation verifying appropriate discounts are granted throughout the contract. FNS reserves the right to conduct periodic random audits of fair market value, etc. to ensure price granted is reasonable and accurate.

**9.0 CALENDAR OF EVENTS**

Event	Time Frame
RFP Released	June 8 ,2018
Deadline for Vendors to submit questions	June 15, 2018
Answers to Vendor questions will be posted to DCSD Current Solicitations website	June 19, 2018
RFP Due	June 26, 2018
RFP Evaluation	June 2018
RFP Award	June 2018

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**10.0 ESCALATION/DE-ESCALATION CLAUSE**

All prices offered shall be firm against any increase for one (1) year from the effective date of the contract. Prior to renewal, DCSD may entertain a request for escalation in accordance with the most recently published **Producer Price Index** at the time of the request. For the purposes of this section, **WPU0022 (Processed Foods and Feeds, Meats, Poultry, and Fish)** as published by the United States Department of Labor, Bureau of Labor Statistics will be the benchmark. DCSD reserves the right to accept or reject the request for a price increase and, if appropriate, to utilize other resources in evaluating escalation requests. If the price change is approved, the price will remain firm for **365** days from the date of the increase. This clause also enables DCSD to seek de-escalation on the basis of the same cited index, terms, and other resources.

**11.0 INSURANCE REQUIREMENTS**

- 11.1** Commercial General Liability with limits of at least \$1,000,000.00 and \$2,000,000.00 aggregate. Coverage must include products and completed operations with reporting of claims on occurrence basis.
- 11.2** Vendor's insurance carrier must have financial size category of at least V. Vendors must provide proof of Financial Size category by providing a copy of the insurance carrier's AM Best rating.
- 11.4** Douglas County School System must be named as an additional insured on all applicable policies. The insurance carriers **should** be licensed to do business in the state of Georgia. The carriers must have an AM Best rating of A- or higher.

**Please Note:**

- Signing of Agreement and Acknowledgement signifies that Vendor complies with insurance requirements as specified.
- Proof of Insurance is not required with submission of proposal, but must be available upon request (including during the evaluation process) DCSD will require proof of insurance before issuance of Award Letter/Contract.
- Vendor may choose to include proof of insurance with submission of proposal in order to expedite the evaluation process and issuance of award to the successful vendor.
- After notification of pending award, a vendor not including proof of insurance with their proposal will be given not more than 5 (five)

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business days (including day of notification) to provide proof or the proposal will be deemed non-responsive.

## **12.0 PROPOSAL EVALUATION**

**12.1 Organization and Completeness of Proposal** - Vendor's proposal must provide straightforward, concise proof of the capabilities to satisfy RFP requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be clearly labeled with the corresponding RFP section name and number. Any additional documents provided by the vendor must also be clearly labeled with the corresponding RFP section name and number. All requested information must be included and all forms completed in entirety. (All spaces must be completed on all requested documentation.) Any proposals that do not include all required information may be considered non-responsive and disqualified.

**12.2 Evaluation Procedures – Review of Proposals** - A committee comprised of representatives from **Food and Nutrition Services and Procurement Services** will evaluate the proposal responses on the basis of qualifications, relevant experience, responsiveness of proposers, as well as cost. Cost will not be the sole determining factor in the award.

Each proposal will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily. The committee may request additional clarification/information from the responding vendor(s).

The committee will evaluate the quality and completeness of each response as it addresses each requirement of the RFP. All non-cost related areas of the response are evaluated during this phase. A list of areas being reviewed for this specific RFP, along with the associated point values is included in the Evaluation Criteria below. The committee may in its sole discretion and in the course of the evaluation request presentation(s)/demonstration(s) with one or more selected vendors. Responses must satisfactorily meet non-cost requirements before cost is evaluated.

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- 12.3 Evaluation Criteria** – The selection of a vendor to provide USDA commodity processed products will be based on the review of several key elements in the proposals submitted. They include, but are not limited to the following criteria:

#	Description	Points Possible
1.	Nutritional Analysis (Section 6.0)	30
2.	Taste Test (Section 6.0)	30
3.	Vendor Questionnaire (Section 13.0)	10
4.	References (Section 14.0)	15
5.	Marketing Strategies (Section 7.0)	5
	<b>Non-Cost Subtotal</b>	90
6.	Cost	75
	<b>Total</b>	165

Cost Evaluation Formula:  $(\text{Lowest Price}/R - \text{where "R" represents the cost of proposal currently being ranked}) \times \text{Points} = \text{Score}$ .

The non-cost portion of proposals (total of items 1 – 4) can receive a maximum of 90 points (55 %) out of 165 points possible. Only non-cost proposals that receive 63 points (70% of total non-cost score) or more will have the accompanying cost evaluated.

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**13.0 VENDOR QUESTIONNAIRE - MUST BE COMPLETED BY ALL VENDORS**

1. How long has your company been in the business of providing the goods/services requested?

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2. Provide background information on your company, including commodity processing, delivery and warehouse capabilities, as well as any financial ratings available.

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3. Have you done business with other school systems?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name system and volume of business \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Lead-time required for delivery of processed end-products to FNS Authorized Distributor or FNS Warehouse from the date an order is received:

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5. Maximum length of time raw USDA commodities may be at your plant before being processed and delivered to FNS?

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6. What procedures are in place to ensure products arrive at correct temperatures and deliveries conform to all Federal, State, County, and local laws?

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7. Please submit order placement and balance tracking procedures. The preferred method of balance tracking by FNS is K12 Foodservice or Processor Link. Please specify which is used.

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8. Are any goods, excluding instructional materials or beverages for immediate consumption, purchased under this solicitation made in the State of Georgia? YES\_\_\_\_ NO\_\_\_\_ N/A \_\_\_\_ If yes, please identify by product name and provide written verification as required by School District.

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9. Provide complete contact information for a Point of Contact DURING EVALUATION period. This person must be available to answer any questions pertaining to your response that may arise prior to award. If no information is provided below, the information on the Acknowledgement and Agreement form will be used.

Company Name:			
Contact Name:			
Phone Number:		Fax Number:	
Email Address:			

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- 10.** Please note that DCSD Purchase Orders are sent via automated email. Please provide PO contact information below including an accurate email for receipt of PO's. If no information is provided below, the information on the Acknowledgement and Agreement form will be used.

Company Name:			
Contact Name:			
Address:			
City, State, Zip:			
Phone Number:		Fax Number:	
Email Address:			

- 11.** Are there any value-added items/services the FNS qualifies for as a result of this proposal? Note that FNS will be the sole determinant as to what is considered value added to the District.

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**14.0 REFERENCES**

ALL responding vendors must provide references for your company below. It is the vendor's responsibility to provide complete and accurate reference information on the form below; completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor's past work, which may affect DCSD's determination that the vendor is responsive and responsible. Preference may be given to references of similar size and scope. Do not list DCSD as a reference. DCSD reserves the right to consider past experience with vendor.

1. \_\_\_\_\_

Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

2. \_\_\_\_\_

**Company**

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

3. \_\_\_\_\_

Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address



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**15.0 HACCP PROGRAM QUESTIONNAIRE (Vendor should return with Response)**

Name and Address of Company

Does your company have a HACCP program in place?

Name, telephone and/or e-mail address and title of HACCP program compliance person?

How often do you train your employees on HACCP?

What agencies inspect your facilities?

What are the agencies' inspection criteria and score range?

What was the date and score of last inspection?

**All vendors of Douglas County School System must meet all federal, state and local health codes including HACCP guidelines.**

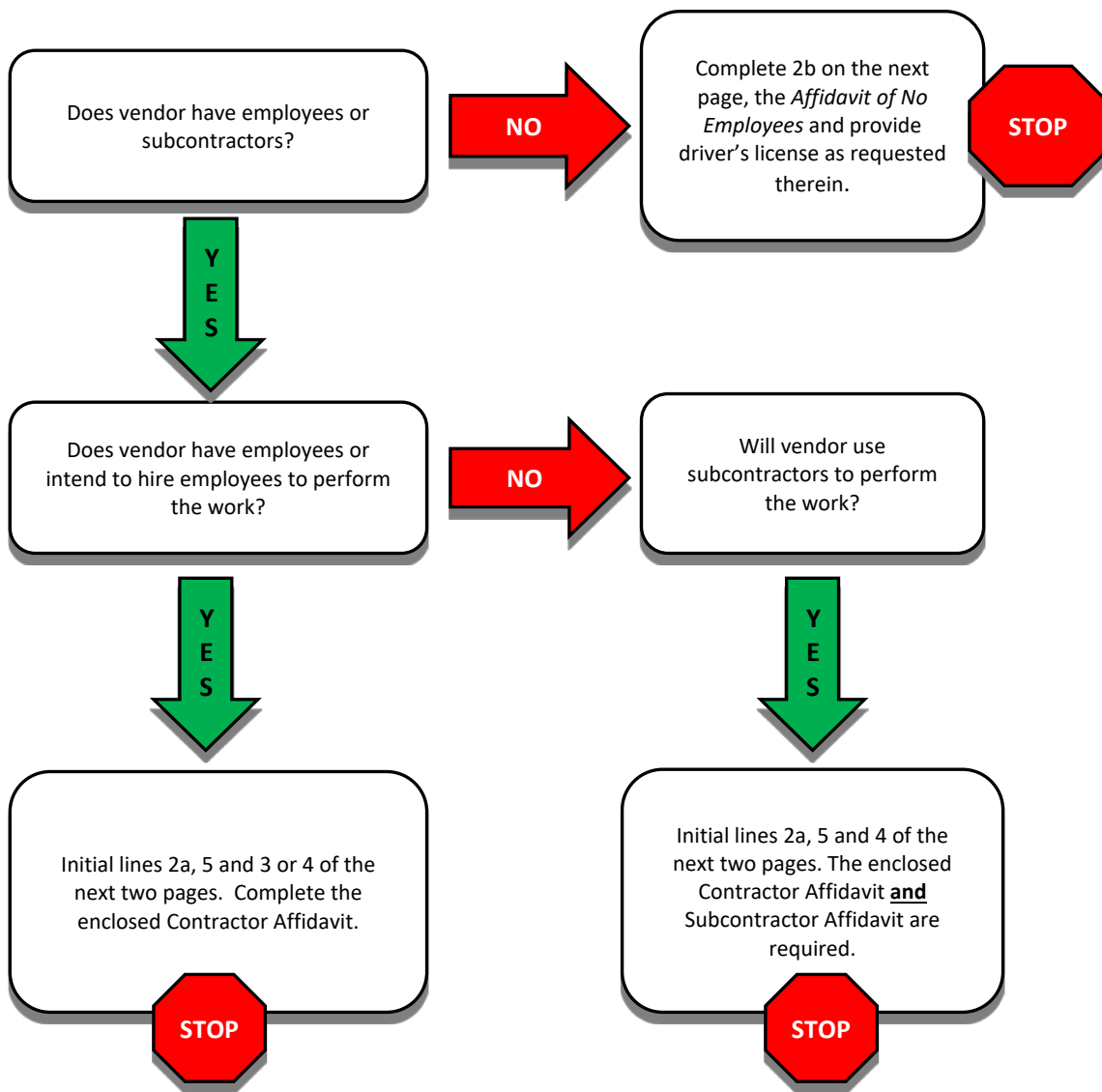
**Douglas County School System reserves the right to review a vendor's HACCP program and facilities in detail if needed.**

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GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

**Determine how to comply with the GA Security & Immigration Act**

This section of the RFP is related to the GA Security & Immigration Compliance Act. The chart below may assist the vendor in determining whether these documents apply to your company for this particular project. If in doubt as to whether a document should be completed and submitted, it is recommended that the vendor submit the information.



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GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, AS AMENDED BY  
THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, OCGA 13-10-90, ET AL.**

TO ALL PROSPECTIVE VENDORS:

If you are providing services as defined on the previous page, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your proposal.

- 1) The Douglas County School District shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act OCGA 13-10-90 et. seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, OCGA 13-10-90 et. seq., (collectively the "Act") the Vendor ("**Vendor**") **MUST INITIAL** the statement applicable to Vendor below:
  - (a) \_\_\_\_\_ (**Initial here**) Vendor warrants that, Vendor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Vendor further warrants and agrees Vendor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq; OR
  - (b) \_\_\_\_\_ (**Initial here**) Vendor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver's license or ID card in lieu of an affidavit if, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the District in writing and provide all affidavits required. (Complete the Affidavit of No Employees); OR
  - (c) \_\_\_\_\_ (**Initial here**) Vendor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.
- 3) \_\_\_\_\_ (**Initial here**) Vendor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Vendor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.
- 4) \_\_\_\_\_ (**Initial here**) Vendor agrees that, if Vendor employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, that Vendor will secure from each subcontractor at the time of the contract the subcontractor's name and address, the employee-number applicable to the subcontractor, the date the authorization to use the federal work authorization program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 5) \_\_\_\_\_ (**Initial here**) Vendor agrees to provide the Douglas County School System with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08 within five (5) business days of receipt.
- 6) \_\_\_\_\_ (**Initial here**) Vendor is a foreign company and therefore not required to provide the affidavit as required by O.C.G.A. § 13-10-90 *et seq.* Vendor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

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GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

- (1) The individual, firm, or corporation ("Vendor") which is contracting with the Douglas County School System has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (2) Vendor's correct user identification number and date of authorization is set forth herein below.
- (3) Vendor agrees that the Vendor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Douglas County School System, unless at the time of the contract said subcontractor:
  - (a) is registered with and participates in the federal work authorization program;
  - (b) provides Vendor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
  - (c) agrees to provide Vendor with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Vendor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Douglas County School System at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
- (4) Vendor further agrees to and shall provide Douglas County School System with copies of all other affidavits or other applicable verification received by Vendor (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

\_\_\_\_\_ *EEV/Basic Pilot Program User Identification Number* \_\_\_\_\_ *Date of Authorization*

\_\_\_\_\_ *If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.*

\_\_\_\_\_ *Company Name / Vendor Name*

BY: \_\_\_\_\_ *Signature of Authorized Officer or Agent* \_\_\_\_\_ *Date*

\_\_\_\_\_ *Title of Authorized Officer or Agent of Vendor*

\_\_\_\_\_ *Printed Name of Authorized Officer or Agent*

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ *Notary Public* \_\_\_\_\_ *My Commission Expires*

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GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

- (1) The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor), which has a contract with the Douglas County School System.
- (2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (3) Subcontractor's correct user identification number and date of authorization is set forth herein below.
- (4) Subcontractor agrees that the Subcontractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Douglas County School System, unless said subcontractor:
  - (a) is registered with and participates in the federal work authorization program;
  - (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
  - (c) agrees to provide Subcontractor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other applicable verification to the Vendor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

\_\_\_\_\_  
*EEV/Basic Pilot Program User Identification Number*

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

\_\_\_\_\_  
*If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.*

\_\_\_\_\_  
*Company Name / Sub-contractor Name*

\_\_\_\_\_  
*BY: Signature of Authorized Officer or Agent (of Subcontractor)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title of Authorized Officer or Agent of Subcontractor*

\_\_\_\_\_  
*Printed Name of Authorized Officer or Agent*

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*

DOUGLAS COUNTY SCHOOL DISTRICT  
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GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

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GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

**AFFIDAVIT OF NO EMPLOYEES**

The undersigned, in connection with a proposed contract or subcontract with the Douglas County School System for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor.
- (b) I do not employ any other persons.
- (c) I do not intend to hire any employees to perform the Contract.
- (d) A true, correct and complete copy of my driver's license is attached hereto.
- (e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then *before* hiring any employees, I will:
  - (i.) immediately notify the School District in writing; and
  - (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
  - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

\_\_\_\_\_  
*Print Company Name / Name of Sole Proprietor*

\_\_\_\_\_  
*BY: Signature of Authorized Officer/Agent*

\_\_\_\_\_  
*Date*

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*

***[Attach copy of driver's license]***

DOUGLAS COUNTY SCHOOL SYSTEM  
DOUGLASVILLE, GEORGIA  
NUTRITION DOUGLAS COUNTY SCHOOL NUTRITION DEPARTMENT  
DISCLOSURE OF LOBBYING ACTIVITIES  
**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "subawardee", then enter the full name, addressee, 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 grant, 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the federal agency). Include prefixes, e.g., "RFPDE-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 entity 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.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.



**DOUGLAS COUNTY SCHOOL SYSTEM  
DOUGLASVILLE, GEORGIA  
NUTRITION DOUGLAS COUNTY SCHOOL NUTRITION DEPARTMENT  
DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
0348-0046

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief description of services performed or to be performed and date(s) of service including officer(s), employee(s), or member(s) contacted, for payment indicated in 11:</b>  <p style="text-align: center;">(Attach Continuation Sheet(s) if necessary)</p>		
<b>15. Continuation sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352.</b> 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.		
Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____                      Date: _____		Authorized for Local Reproduction Standard Form - LLC
<b>Federal Use Only:</b>		

DOUGLAS COUNTY SCHOOL SYSTEM  
DOUGLASVILLE, GEORGIA  
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**ACKNOWLEDGEMENT AND AGREEMENT**

**Request for Proposal 8918-01, Commodity Pizza Processing**

**This acknowledgement and agreement must be properly signed and firmly attached to your proposal. The acknowledgement becomes a part of your proposal and without it your proposal is not complete and will be subject to rejection.**

I, the undersigned, have carefully examined and fully understand the **Commodity Pizza Processing** document in its entirety and agree to conform with every requirement. I certify that I am authorized to sign this proposal for the vendor. I further acknowledge that failure to prepare, submit, or execute this proposal in the exact manner requested will be just cause to reject any or all of my proposal submission.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by the Executive Director of School Nutrition. In the event vendor fail to comply, they may be removed from the vendors' list.

Failure to respond using the most recent forms/information posted to the DCSD Current Solicitations website may be cause for rejection. It is the vendor's responsibility to check the DCSD Current Solicitations website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period. Vendor acknowledges and incorporates each applicable Addendum number listed below in their response:

Check all that apply: No. 1\_\_\_\_, No. 2\_\_\_\_, No. 3\_\_\_\_, No. 4\_\_\_\_, No Addenda\_\_\_\_\_

**Prices must remain firm as specified on the award notification letter.**

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

\_\_\_\_\_  
Representative's Name (type or print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Signature (must be signed in ink)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number and Extension

\_\_\_\_\_  
Terms (If payment terms are not indicated,  
net 30 days.)

\_\_\_\_\_  
Fax Number

**Signing the Acknowledgement and Agreement affirms that the original Request for Proposal document has not been altered in any way.**

DOUGLAS COUNTY SCHOOL SYSTEM  
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**“NO RESPONSE” REPLY FORM**

It is DCSD’s desire to include all bona fide vendors; however, we do not want to send notifications to those vendors who may no longer be interested in participating in the DCSD solicitation process.

If you do not choose to respond to this RFP, please fill in the form below indicating whether or not you want to be retained on our current vendors’ list. **In an effort to reduce waste and minimize postage expense, please do not return the entire solicitation package to DCSD.**

Vendors who do not respond in any way (by either submitting a proposal or by returning the form below) over a period of one year may be removed from the Vendors List.

Thank you for your cooperation.

---

**"NO RESPONSE" REPLY FORM: RFP 8918-01, Commodity Pizza Processing**

If you do not wish to respond to this RFP, please complete this form and mail/fax it to: Douglas County School System, Attention: School Nutrition Services, Douglas County School Nutrition Department, 9030 Hwy 5. , Douglasville, Georgia 30134. Fax # 770-651-2288.

I hereby submit a “NO RESPONSE” to this RFP for the reason(s) checked below:

<input type="checkbox"/>	1. Specifications were unclear or restrictive.	<input type="checkbox"/>	7. We do not offer the product or service requested.
<input type="checkbox"/>	2. Could not meet bonding requirements.	<input type="checkbox"/>	8. Cannot supply at this time.
<input type="checkbox"/>	3. Our schedule will not permit us to respond.	<input type="checkbox"/>	9. Cannot meet delivery schedule.
<input type="checkbox"/>	4. Terms & Conditions were unclear or restrictive.	<input type="checkbox"/>	10. Other/Remarks:
<input type="checkbox"/>	5. Could not meet specifications.		
<input type="checkbox"/>	6. Could not meet insurance requirements.		

DOUGLAS COUNTY SCHOOL SYSTEM  
DOUGLASVILLE, GEORGIA  
NUTRITION DOUGLAS COUNTY SCHOOL NUTRITION DEPARTMENT

**“NO RESPONSE” REPLY FORM**

I wish to be retained on the C DCSD’s Vendor List for these goods/services: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Representative*

DOUGLAS COUNTY SCHOOL SYSTEM  
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**DCSD VENDOR REGISTRATION FORM**

Vendors new to the DCSD solicitation process are asked to complete this form. DCSD will use the information provided on this form to verify your company’s information in the DCSD Financial System in the event of an award. Returning/existing vendors are asked to update company information as needed. Completion of this form in no way implies a guarantee of purchase or notification of any kind by DCSD. All Vendor must register in Munis. All forms are attached in Munis. This will include W-9, E-Verify (if you are performing any type of service this will apply).

**Business Address (Please note that Purchase Orders will be sent via email to the address indicated below.)**

Contact Name:		
Business Name:		
Address:		
City, State, & Zip Code:		
Phone:	Fax:	Email:

**Payment Address (if different from above)**

Business Name:		
Address:		
City, State, & Zip Code:		
Phone:		

**Other Vendor Information**

<b>Business Type: Please check as many as apply:</b>		
Dealer _____	In-state _____	Disability Owned _____
Factory Rep _____	Retailer _____	Veteran Owned _____
Incorporated _____	Manufacturer _____	Small Business _____
Individual _____	Minority Owned _____	Women Owned _____

DOUGLAS COUNTY SCHOOL SYSTEM  
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**DCSD VENDOR REGISTRATION FORM**

Vendor's Taxpayer Identification Number (TIN) - *This section is substitute IRS W-9 form*

The Vendor's signature certifies that, under penalties of perjury:  
1. The Vendor's TIN provided below is correct, and  
2. The Vendor is not subject to backup withholding because:  
    (a) I am exempt from withholding, or  
    (b) I have not been notified by the IRS of failure to report interest and dividend income, or  
    (c) the IRS has notified me I am no longer subject to withholding, and  
3. The Vendor is a U.S. person to include: (a) a U.S. citizen or U.S. resident alien, (b) a partnership, corporation, company, or association organized in the U.S. or under the laws of the U.S., (c) an estate, or (d) a domestic trust.

For Internal Revenue Service Form 1099 reporting purposes, complete below the appropriate reporting information – either 1 or 2.  
(Vendor receiving in excess of \$600 per calendar year will receive Form 1099)

_____	EMPLOYER IDENTIFICATION NUMBER
_____	COMPANY NAME ON FILE WITH IRS
_____	ADDRESS
_____	CITY/STATE/ZIP CODE
<b>OR</b>	
_____	SOCIAL SECURITY CARD NUMBER
_____	NAME AS IT APPEARS ON SOCIAL SECURITY CARD
_____	ADDRESS
_____	CITY/STATE/ZIP CODE

\_\_\_\_\_  
*(Representative's Signature)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*Please type or print representative's name*

DOUGLAS COUNTY SCHOOL SYSTEM  
DOUGLASVILLE, GEORGIA  
NUTRITION DOUGLAS COUNTY SCHOOL NUTRITION DEPARTMENT

**Appendix A – School List**

**RFP # 8918-01, Commodity Pizza Processing**

***We encourage you to save paper. It is not necessary to return this entire document with your response. Please return only the relevant pages on which your company has included a response.***

This checklist is intended to aid in preparation and submission of vendor's response. It may not be all-inclusive. Responsibility rests upon the vendor to ensure all information requested within this document is provided.

- Submitted required number of copies plus an original of the Cost Proposal Form & Required Information
- Submitted Vendor Questionnaire
- Submitted Vendor Reference Sheet
- Submitted Applicable Georgia Security and Immigration Compliance Act OCGA 13-10-90 documents -- signed by an authorized company representative
- Submitted Disclosure of Lobbying Activities: - signed by an authorized company representative. **Mark N/A on Form if it does not apply**
- Submitted Acknowledgement and Agreement – signed by an authorized company representative
- If applicable, submitted Vendor Registration Form
- Anything specified in the Special Terms and Conditions, etc.
  - Samples (Section 6.0)
  - Nutritional Analysis (Section 6.0)
  - Ingredient Statement (Section 6.0)
  - CN Label, if applicable (Section 6.0)
  - Signed Product Formulation Statement, if not CN Label (Section 6.0)
  - Georgia Summary End Product Data Schedule (Section 2.2)
  - Marketing Strategies (Section 7.0)
  - HACCP Program Questionnaire (Section 15.0)

DOUGLAS COUNTY SCHOOL SYSTEM  
DOUGLASVILLE, GEORGIA  
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**Appendix A – School List**





RFP 8918-03, Commodity Pizza Processing  
 Douglas County School District

110244 CHEESE MOZ LM PT SKM UNFZ PROC PK (41125) 110332 TOMATO PASTE FOR BULK PROCESSING 100418 FLOUR BAKER HARD WHT UNLCH-BULK

2a	PEPPERONI, PIZZA 16" Pepperoni-IQF, 16" rounded edge pizza. Crust must meet USDA whole grain rich requirements. 1/10 pizza to provide 2M/MA and 2 oz. grain equiv.										
2b	COMMERCIAL EQUIVALENT: PEPPERONI, PIZZA 16" Pepperoni-IQF, 16" rounded edge pizza. Crust must meet USDA whole grain rich requirements. 1/10 pizza to provide 2M/MA and 2 oz. grain equiv.										