

MURRAY COUNTY SCHOOL NUTRITION PROGRAM
AMANDA RIDLEY, DIRECTOR
715 W. Chestnut Street
CHATSWORTH, GA 30705
(706) 517-0155
FAX (706) 517-5915

July 12, 2016

To Whom It May Concern:

The Murray County School Food Service would like to invite you to submit a proposal to provide fresh produce products for the school year 2016-2017.

Interested vendors should read all instructions and information and complete the Request for Proposal Sheet and Letter of Interest. The proposal must include all twelve school cafeterias within the Murray County School Nutrition Program. All quotes will be firm and no negotiations will occur after bids have been submitted to the Food Service Director.

A written proposal for furnishing and delivering the items listed on the accompanying proposal sheet, subject to the terms and conditions, specified in this invitation, will be received at the office of the School Nutrition Department, 715 W. Chestnut Street, Chatsworth, GA 30705. Should you have any questions concerning the procedure or specifications you may contact Amanda Ridley at (706) 517-0155.

Proposals must be submitted in a sealed envelope plainly marked "**FOOD SERVICE RFP-PRODUCE**". The proposal will be acted on by the Murray County Board of Education at a meeting scheduled for August 8, 2016.

Proposals are due in the School Nutrition office by **10:00 a.m. July 28, 2016**. Proposals received after that time will not be considered. Proposals will be opened and read publicly at that time.

Your assistance in making Murray County's School Food Service Program successful is greatly appreciated.

Sincerely,

Amanda Ridley
School Nutrition Director

USDA is an equal opportunity provider and employer

**MURRAY COUNTY BOARD OF EDUCATION
P.O. BOX 40
CHATSWORTH, GA 30705**

**REQUEST FOR PROPOSAL
ON PRODUCE**

The Murray County Board of Education is requesting proposals for PRODUCE to be used in the School Nutrition Program. Interested vendors should complete the attached proposal form(s) and return in a sealed envelope to the attention of Amanda Ridley no later than 10:00 a.m. July 28, 2016. The Disclosure of Lobbying Forms must also be completed and returned. Proposals will be opened and read at said time at the Office of School Nutrition located at 715 W. Chestnut Street, Chatsworth, GA 30705.

CONDITIONS AND INSTRUCTIONS

GENERAL

- A. The Board reserves the right to reject any and all bids or proposals in whole or in part and to accept those that in its judgement will be in the best interest of the Board. The Board reserves the right to waive the formalities to bid/proposal opening and awarding. Bidders may bid on any one or on all items. The Board may award on individual item or combination of items basis. Price alone will not be the determining factor. Bids will be awarded on the basis of quality of products, availability, delivery, and service. Vendor must be an approved Department of Defense Produce vendor.
- B. Estimated yearly quantities will be furnished upon request. Actual quantities may vary from estimates.

Duration: Prices quoted shall be firm for the period of September 1, 2016 through July 31, 2017. However, the Board reserves the right to cancel any award anytime during that period for any reason it feels would be in the best interest of the Board.

Current regular school year begins September 6, 2016.

The term of this contract will be for the period specified herein. Murray County Schools reserves the right to extend the contract for a period not to exceed up to four (4) additional one (1) year period(s) upon the mutual agreement of both parties and provided service fees remain the same for the extended one year period(s). Renewal periods if approved will cover period of August 1, through July 31, of the appropriate year (s).

Prices: The prices shall be based on the vendor's cost plus a fixed fee per case. Vendor's invoices must be available for quarterly review by representative of Murray County Board of Education. This review must reflect that the vendor's cost is below or within USDA's Agricultural Marketing Service (AMS) published prices for Atlanta for the time period specified. No percentages will be accepted.

There shall be no rebate or incentive program(s) between the vendor and their suppliers. Adding the approved fixed cost to the actual cost of the case and dividing the total by the number of items in the case shall determine the cost of broken cases.

Delivery: Produce will be ordered on a weekly basis and distributed by the vendor at each of the twelve schools as requested bi-weekly. Deliveries are to be made during the workweek of the order between the hours of 7:00 a.m. and 2:30 p.m. daily. It is to be understood by each bidder that deliveries will be discontinued during the regular school vacation periods as shown by the school calendar, which will be provided to the successful bidders. In cases of variation from this calendar, such as the summer feeding program operated in June, July, and August, ample notice shall be given to the vendor, when possible. The items delivered to the lunchrooms shall be placed by the vendor in the storage area as designated by the lunchroom manager. The vendor agrees to be responsible for damage to the storage area, building, and grounds that are a direct result of carelessness of the vendor's delivery person. At the time of delivery to the schools, the lunchroom manager or a designated representative must sign all invoices. A copy of the vendor's numbered invoice must be left with the lunchroom manager.

The Board of Education reserves the right to reject the use of any equipment by a carrier if it is not in clean, sanitary condition suitable for hauling of all goods. All deliveries must be made in refrigerated trucks.

Inspection and testing: All items are subject to inspection and testing after arrival at destination. In the event an item is defective or does not otherwise conform to specification requirements, it will be returned to the vendor at the vendor's expense.

Brands: Brands names, packers and packer location must be furnished for each item on request. Prices bid should be based on American products when they are grown and manufactured in the United States. All products must meet the requirements of the Pure Food And Drug Act and must be inspected for wholesomeness and meet USDA inspection stamp qualifications.

Substitutions: All substituted items, which are of a higher quality or price than those specified on the bid sheet, shall be priced at the original bid price.

Orders: Amanda Ridley, School Nutrition Director, or designated staff will place all orders via email to the sales office. Orders will be compiled and available to the vendor at or after noon each Tuesday.

Farm to School Produce: Murray County Schools may on occasion purchase limited amounts of produce as available directly from local farms within the county in an effort to promote local farm to table efforts.

Payment: Payment will be made twice monthly by the Murray County Board of Education. Itemized statements shall be mailed or otherwise delivered to the Murray County Board of Education at or near the end of each month and shall not include any local, state, or federal taxes. Neither shall they include any delivery or service charges. No payments will be made on invoices not verified and signed by the School Nutrition Manager, or School Principal at the time of delivery to the school.

Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of the Murray County Schools.

Force Majeure: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and usually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

Georgia Law Clause: Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of Georgia which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the Georgia as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Hold Harmless: The contractor shall hold Murray County Schools harmless from any and all damages and claims that may arise by reason of any negligence on the part of the contractor, his agents or employees in the performance of the contract.

Insurance Requirements: The contractor shall provide and maintain during the entire period of performance under this contract, the following minimum insurance:

- A. **Workman's Compensation:** Coverage of all individuals engaged in any work under this contract, and meeting the requirements of Georgia Law regarding workman's compensation insurance.
- B. **Comprehensive General Liability:** Limits of coverage shall not be less than \$300,000 per occurrence for bodily injury and \$100,000 property damage per accident.

- C. ***Comprehensive Automobile Liability:*** Limits of coverage shall not be less than \$100,000 per person and \$300,000 per accident for bodily injury and \$100,000 property damage.

Competition: This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify Murray County Schools in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

Civil Rights Provisions: The contractor providing services under this Request for Proposals must comply with the provisions of the Civil Rights Act of 1964, as amended.

The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the **USDA Program Discrimination Complaint Form, (AD-3027)** found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested

in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

Contracting with small and minority firms: Murray County Schools will take all affirmative steps to assure that minority firms, women's business enterprises and labor surplus firms are used when possible.

Prohibition Against Conflicts of Interests, Gratuities and Kickbacks: "Any employee or any official of the Murray County School district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

Non-Collusive Clause: By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting an offer for the same items, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

Federal EPA Requirements: The contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 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), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Retention of Records: The contractor agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment. Murray County Schools, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an

investigation or audit is in progress, records shall be maintained until stated matter is closed.

Drug Free Workplace Act: The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

Proposers Qualification: Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products in accordance with the terms and conditions of these specifications. The Murray County Schools reserves the right to make the final determination as to their ability to provide the products requested herein.

Proposer Responsibility: Each company offering a proposal shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

Vendor Eligibility: Vendors shall not submit a proposal for the contract if a conflict of interest, real or apparent would be involved. Conflicts of interest arise when any of the following has a financial or other interest in the bidding firm:

- a. An employee, officer or agent of the Murray County Board of Education.
- b. Any member of the immediate family of the above designated person.
- c. Any partner of any of the above designated persons.

Right To Protest: Proposers/Bidders right to protest shall comply with the Murray County Schools protest procedures. Proposers should obtain and submit a complaint form from the Murray County Board of Education Central Office located at 1006 Green Road, Chatsworth, Georgia 30705.

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

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Murray County Schools will check the Excluded Parties List System (EPLS) at www.epls.gov to verify

the proposer has not been excluded or disbarred from participation in Federal Procurement of purchases over \$25,000.

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

BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Award Criteria: Proposals will be awarded using the following criteria using a scale of a possible 100 points:

Price: 60 points
Quality: 10 points
Delivery: 20 points
References: 10 points

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AMANDA RIDLEY, DIRECTOR
715 W. CHESTNUT STREET
CHATSWORTH, GA 30705
(706) 517-0155**

CONTRACT AGREEMENT

We have carefully examined and agree to abide by the general terms and conditions and related documents in furnishing to the Murray County Board of Education REQUEST FOR PROPOSAL ON PRODUCE.

We propose to enter into a contract to furnish and deliver the items as specified at vendor's costs plus a fixed fee of \$_____per case (please do not use percentage) for the period stipulated.

Termination of this contract will be immediate if the contractor fails to meet the requirements established herein. Any other termination shall be accepted only upon the written agreement of both parties.

It is understood that the items in this proposal are to be delivered to twelve schools throughout the county.

It is understood that the School Nutrition Program director or designee may inspect the invoices, canceled checks, or paid receipts of the vendor whenever desired.

Please sign and return this page.

Signature of Representative

Name of Company

Address

City, State, Zip Code

Telephone

Date

References: Please include a list of the names and contact information for 3 School systems your company has furnished produce.

1. School Name: _____

Contact Name: _____

Phone Number: _____

2. School Name: _____

Contact Name: _____

Phone Number: _____

3. School Name: _____

Contact Name: _____

Phone Number: _____

ATTACHMENT D - LOBBYING FORM & DISCLOSURE
UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date