

Lowndes County Board of Education

School Nutrition Program

1592 Norman Drive
Valdosta, GA 31601
(19) 245-2443
(19) 245-2469 – FAX
donnahendley@lowndes.k12.ga.us

Processing of USDA Food Items

Chicken Processing, 100103, Chicken, Large, Chilled, Bulk; 100100 Chicken, Small, Chilled, Bulk

2020-01

REQUEST FOR PROPOSAL

Issued on: April 11, 2019
Final Date/Time for Written Questions: April 22, 2019, 4:00 PM
Proposal Due: May 1, 2019, 11:00 AM
Public Opening of Proposals: May 1, 2019, 2:00 PM

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your

completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

TABLE OF CONTENTS

DEFINITIONS	3
SECTION 1 - TRANSMITTAL INSTRUCTIONS	4
SECTION 2 - STANDARD TERMS AND CONDITIONS	7
SECTION 3 - SPECIAL LOCAL and RFP INSTRUCTIONS	11
SECTION 4 – ATTACHMENTS	16
ATTACHMENT A – PROPOSAL CERTIFICATION	
ATTACHMENT B – FOOD SPECIFICATIONS	
ATTACHMENT C – LOBBYING CERTIFICATE AND DISCLOSURE	
ATTACHMENT D – CONTRACTOR AFFIDAVIT	
ATTACHMENT E – DISTRICT SAMPLE CONTRACT	
ATTACHMENT F – SOUTH GEORGIA NUTRITION COOPERATIVE MEMBER LIST	
ATTACHMENT G – EVALUATION SCORESHEET FOR PROPOSAL AWARD	
ATTACHMENT H – POTENTIAL VENDOR LIST for PROCESSING RFP	

DEFINITIONS

- a) **Addendum** - A change, addition, alteration, correction or revision to a proposal or contract document.
- b) **Amendment** – A change/correction to the RFP
- c) **Proposal Unit** - The unit designation which shall be applicable to all pricing offered for proposal evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated proposal unit. In some instances, the proposal unit and the package unit may be the same.
- d) **Board** – Lowndes County Board of Education or other Board of Education who makes a contract with the selected vendor through the Piggy-Back clause in this contract.
- e) **Contractor** - The provider of the goods and/or services under the Contract.
- f) **Contract Documents** - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- g) **Damaged Item**- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.
- h) **DF**- Drawdown poundage of USDA Food needed per case of finished processed product.
- i) **Fee For Service (FFS)**- A payment for converting bulk USDA Food to an end product.
- j) **Firm Fixed Price Contract**. All prices shall remain **firm** for the contract period plus Renewals.
- k) **GaDOE** – Georgia Department of Education.
- l) **Net Off Invoice (NOI)**- The commercial price minus the value of the USDA Food ingredients (or pass through value).
- m) **NSLP**- National School Lunch Program is a federal meal program under USDA oversight.
- n) **OCGA** – Official Code of Georgia Annotated (State Statue).
- o) **Pack size** - With some items the proposal unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Vendor will be required to proposal according to the designated proposal unit and also state how the product will be packaged and to provide a cost for purchase unit.
- p) **Piggy-Back Clause** – An agreement that other named school systems can share in the results of this contract agreement with same prices, terms and conditions. Each school system will place its own orders and are responsible for any liability for what they order/consume.
- q) **Purchase Unit** - The package configuration (case, carton, box, bag, etc) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.
- r) **RFP** - Request for Proposal is a solicitation made through a written process by an SFA for procurement of a commodity service.
- s) **SBP** – National School Breakfast Program is a federal meal program under USDA oversight.
- t) **SNP** – School Nutrition Program led by a director, manages the school breakfast, after school snack and school lunch federal programs and thus is the receiver of invoices for food and supplies related to this RFP.
- u) **Solicitation** - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Vendors must fulfill and all other factors to be used in evaluating the proposal(s).
- v) **USDA** – United States Department of Agriculture
- w) **Vendor** – A firm, individual, or corporation submitting a proposal in response to this RFP.

SECTION 1 TRANSMITTAL INSTRUCTIONS

The Lowndes County Board of Education, School Nutrition Program (Board/SNP) is requesting sealed proposals for Processing USDA Foods from USDA, cheese and pork. Proposals are **due on May 1, 2019 by 11:00 AM** and will be opened at Lowndes County Board of Education Board Room on May 1, 2019 at 2:00 PM.

Proposals shall be mailed or delivered to the Lowndes County Board of Education:

Attention: Terri Welden
1592 Norman Drive
Valdosta, GA 31601.

Proposals must be enclosed in a sealed envelope and marked on the outside as follows:

RFP for Processing USDA Foods (Chicken).

Questions regarding this RFP shall be directed by E-mail to **Donna Hendley**, Director of School Nutrition at donnahendley@lowndes.k12.ga.us.

I. INTENT

- a) It shall be the intent and purpose of this RFP to cover the terms and conditions under which the selected vendor(s) shall be responsible to supply and deliver the processed USDA cheese and pork items to the GaDOE Food Distribution assigned warehouse or the school system warehouse whichever is used by the system upon award of the proposal.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached product list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Contract Terms and Conditions, Special RFP and System Instructions herein.
- c) The Board/SNP reserves the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this RFP, shall commence on **July 1, 2019** and terminate on **June 30, 2020**.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same proposal pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new RFP, but not to exceed three (3) months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. PROPOSAL SUBMISSION PROCEDURES

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

- a) Proposals must have original signatures and be enclosed in a sealed envelope to the location specified in III (c) below. The outside of the envelope shall be clearly marked, “**RFP for Processing USDA Foods**”.
- b) Proposals must be received by the Board/SNP no later than **May 1, 2019 at 11:00 AM** local time.
- c) Late Proposals shall not be accepted. The Board/SNP shall not be responsible for late receipt of Proposals. Proposals must be mailed or delivered as instructed at the beginning of Section 1, Transmittal Instructions. Emailed and faxed proposals are not acceptable and will not be considered.
- d) By submitting a response to the RFP, the Vendor is acknowledging that the Vendor has read the information and instructions and agrees to comply with the information and instructions contained herein.

IV. PROPOSAL OPENING DATE/TIME/PLACE

Issue Date	April 11, 2019
Final Date for written questions	April 22, 2019, 4:00 PM
Deadline for submitting proposals	May 1, 2019, 11:00 AM
Public Opening of proposals	May 1, 2019, 2:00 PM

V. AWARD DETERMINATION STATEMENT

- a) This RFP is intended to be awarded on a section by section basis to a single or multiple vendors processing USDA food products with the reference USDA Material Codes outlined in Attachment B – Specifications, therefore, all items within a section must result in a **Firm Fixed Price Contract**. All prices shall remain **firm** for the entire contract period **plus Renewals**.
- b) The award of this RFP is contingent upon available budget funds and approval of the Lowndes County Board of Education.
- c) The Board/SNP will award the contract(s) to the responsive and responsible Vendor(s) meeting all terms, conditions, and specifications of the RFP and scores the highest on the evaluation criteria included in the RFP, within approximately thirty (30) days of the opening of the proposals. Submitted proposals shall remain valid during this sixty-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all proposals or parts thereof.
- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Vendor after proposal selection and prior to contract award.
- e) Upon acceptance and award of a vendor's proposal, the contract between the Vendor and the Board/SNP shall be drafted from (a) the RFP and addenda, (b) the selected proposal response to the RFP by the Vendor and any attachments thereto, and (c) all written communications between the Board/SNP and the Vendor concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

- a) This Request for Proposal (RFP) is issued by Lowndes County Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this RFP should be directed in writing to Donna Hendley, Director of Lowndes County SNP. Contact information is found on page 1.
- b) **Additional systems**, i.e. South Georgia Nutrition Cooperative Member systems, have the option to *Piggy Back* on this proposal after Award is made. Separate final contracts may be requested from these systems. A list of member systems may be found as **Attachment F**.
- c) **Restrictions on Communicating with Staff** – From the issue date of this RFP until a contractor is selected and the selection is announced, Vendors are not allowed to communicate for any reason with any Board staff except through the Issuing Officer named herein, or during the Vendor's demonstration (if requested), or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The Board reserves the right to reject the proposal of any Vendor violating this provision.
- d) **Submitting Questions** - All questions concerning this RFP must be submitted in writing via email to the **Lowndes County Director of SNP Donna Hendley** in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFP*

Question #2 Question, *Citation of relevant section of the RFP*

No questions other than written will be accepted. No response other than written **Addendum or Amendment** will be binding upon the Board. It is the responsibility of each Vendor to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Any information given to a prospective Vendor concerning an RFP will be furnished to all prospective Vendors as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Vendors. Notation of Addendum numbers must be acknowledged on the signature page of the proposal to ensure that each RFP accepted is aware of any changes sent. Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP.

VII. VENDOR CONTACT INFORMATION

Please complete the chart below and include it in your proposal packet to verify the correct contact information the system should use:

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

SECTION 2 STANDARD TERMS AND CONDITIONS

The contract between the Lowndes County Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

- I. **LOBBYING CERTIFICATE** (for proposals over \$100k) Per **CFR 7.3018** – A Lobbying Certification and Disclosure must be completed for all proposals \$100,000 and over. Please see and complete Attachment D Disclosure Form to Report Lobbying is also found at <http://www.whitehouse.gov/sites/default/files/omb/grants/sfllin.pdf>
- II. **DEBARMENT , SUSPENDED, AND INELIGIBLE STATUS/ VERIFICATION** (for proposals over \$25k)
Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the Vendor is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusion with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

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.

III. **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.

IV. **REMEDY FOR NON PERFORMANCE/TERMINATION OF CONTRACT**

a) **Termination** -The Lowndes County Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

V. HUB STATEMENT (7CFR3016.36(e))

It is the intent of the Lowndes County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for proposals over \$10k)

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

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

IX. CIVIL RIGHTS STATEMENT

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact the 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 form,

call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

X. RECORD RETENTION AND ACCESS CLAUSE

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

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Lowndes County Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. PROPOSAL PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to proposal. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A Protest shall include:

- The name, address, and telephone number of the protester;
- The signature of the protester or an authorized representative of the protester;
- Identification of the purchasing agency and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

- The form of relief requested.

The Lowndes County Board of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

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

XIII. CODE OF CONDUCT

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

1. The employee, officer, or agent;
2. Any member of his/her immediate family;
3. His or her partner;
4. An Organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements; and the purchase of any food or service from a contractor for individual use is prohibited, and the removal of any food, supplies, equipment, or school property, such as records, recipe books, and the like is prohibited; and the outside sale of such items as used oil, empty cans and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person are prohibited. Failure of any employee, officer, or agent to abide by the above stated code could result in a fine, suspension or both, or dismissal. Interpretation of the code will be given at any time by contacting the director of nutrition at **229-245-2443**. The Board of Education will not be responsible for any other explanation or interpretation that any one presumes to make on behalf of the Board of Education.

XIV. DUTY TO EXAMINE

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

XV. EXCEPTIONS TO TERMS AND CONDITIONS

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

SECTION 3

SPECIAL LOCAL AND RFP TERMS AND INSTRUCTIONS

I. **DOCUMENTATION OF REQUESTED MATERIALS**

A narrative or charts may be submitted to share additional comments that the vendors must provide or desire to provide to school system. One of these methods can be provided to document minimum pounds per shipment to warehouse required, HACCP Procedures, details for shipment or other.

II. **CONTRACTOR QUALIFICATIONS**

Only qualified companies will be allowed to submit a proposal. The following criteria must be met before a potential contractor is qualified:

- a) **Approved Processor** - Company must be an approved processor with GaDOE Food Distributions Unit for USDA Foods and end product being requested by the time the first order is placed.
- b) **Product Line** – The potential vendor shall provide proof that all items listed in **ATTACHMENT B – Specifications**, are offered through USDA processing program.
- c) **Financial Capacity** – The potential vendor shall have financing adequate to process items in the most economical quantities. At the request of the school district the potential vendor shall provide three (3) written references to document adequate financial capacity.
- d) **Service Level** – If the school district does not have adequate historical data to determine the contractor’s ability to comply with the service level requirement outlined in the proposal, three (3) letters of reference from previous school district customers shall be provided.

III. **CONTRACTUAL INTEGRITY:**

- a) The successful Vendor shall be the sole supplier for awarded items and will be obligated to fill all orders throughout the contract period. Shipments of items with brand names/code numbers on specifications other than those listed on the proposal will be rejected or returned to the distributor or processor at the processor’s expense unless prior approval has been given to the processor from the School System Director of Nutrition.
- b) All products shall be subject to inspection after arrival at the school system. If any items are found to be defective, or otherwise not in conformity with the specification requirements, the school system shall have the right to reject such articles. It will be the responsibility of the processor to defray any cost involved in the delivery and return of rejected articles.
- c) Processor 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 firm:
 - 1) An employee officer or agent of the local school system.
 - 2) Any member of the immediate family of the above persons.
 - 3) The partner of any of the above named persons.

IV. **PIGGY BACK CLAUSE**

Lowndes County Board of Education Nutrition Program agrees to allow other school nutrition systems to use the award results for processing prices in this RFP if mutually acceptable to both parties. A separate contract may be offered to the list of South Georgia Nutrition Cooperative Member Systems with possible variation in selection of warehouse to which deliveries will be shipped. The system member list with contact information is found in ATTACHMENT F of this document.

V. **MINIMUM POUNDAGE REQUIRED**

The minimum poundage required per delivery to warehouse must be noted with paperwork that is returned with the proposal since this is a critical point of evaluation of the RFP. Many of the Piggy Back Systems are small and cannot handle minimum poundage above what they can store at the GaDOE assigned warehouse for the warehouse maximum of two calendar months.

VI. HACCP REQUIREMENTS

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

VII. SPECIFICATIONS FOR PROCESSED PRODUCTS

ATTACHMENT B has the EXCEL spreadsheet with required information for each end processed product requested. The Vendor shall complete all information requested on the specification form.

VIII. PRODUCT LABELS

The Vendor must provide **signed and certified** product labels with brand name, manufacturer's item number which corresponds to the listed number on the chart, complete nutritional analysis with either a CN Label or signed data certification of product equivalents, ingredient list with allergens listed separately, pack size, individual count, serving size and preparation and cooking instructions. Nutritional requirements must meet the New USDA Meal Pattern Requirement that resulted from the Healthy Hungry Free Kids Act. If the analysis is not provided, the item will not be considered.

IX. NUMBER OF ITEMS

A vendor may make a proposal on any one or more items. It is stipulated that the Board/SNP reserves the right to reject any or all proposals.

X. SAMPLES OF PROCESSED PRODUCTS

Board/SNP may request samples of individual products to taste test initially **or** following the review of literature submitted with the RFP. Some samples have already been requested by Lowndes and held to taste test this school year. See Section 4, **ATTACHMENT B**: Individual specifications will have a statement at the end of each specification stating "(sample required)" if samples are required on the same date listed for receipt of the RFP.

XI. EVALUATION OF PROPOSAL

The evaluation form with points assigned may be found in ATTACHMENT G of this document. Scores will be used to select the winning vendor(s).

XII. FEE FOR SERVICE

The entire row for each product listed on ATTACHMENT B that a Vendor wants included in the proposal must be completed. Proposals failing to indicate all information will not be considered.

XIII. METHOD OF PAYMENT and PRICING INFORMATION

Prices are to be quoted by the unit indicated on the on the spreadsheet ATTACHMENT B. Prices are not to exceed four (4) decimal places. Prices quoted shall include all charges for packaging and transporting to the agreed upon warehouse, and shall be tax-free from either Federal Excise Tax or State Sales Tax. A Board Tax Exemption Form can be provided per request by the Vendor. The Board/SNP will make payment within thirty (30) days of receipt of the invoice once the warehouse notifies the Board/SNP that they have received the goods.

XIV. METHOD OF SHIPMENT/DELIVERY

Lowndes County Board of Education Nutrition Program and the majority of Piggy Back Systems from the SGA Nutrition Cooperative (ATTACHMENT F) do not have their own warehouse facility. These systems must utilize the Commercial Food Distribution Warehouse assigned to the system by GaDOE.

Quantities of USDA processed product per this RFP shall be shipped to the GaDOE assigned commercial warehouse for ordering by and delivery to the local school nutrition program sites in weekly deliveries. All cases of processed product must be clearly marked on the outside of the case for easy view by the warehouse receiving personnel and the local school system with product name and code number as well as the school system to which it belongs. The few SGA Nutrition Cooperative Member Systems that have their own warehouses can order direct from the vendor to have their processed items shipped directly to them in the amounts agreed upon between the processor and the school system.

XV. ADDITIONAL PROPOSAL INSTRUCTIONS

- a) **Proposal modifications** - Proposals cannot be modified after receipt of proposals. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Vendor to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Proposal withdrawal** - Vendors may withdraw proposals at any time up to the scheduled time for receipt of proposals. Vendors desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the proposal opening deadline. Vendors may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.
- c) **Addenda** - Any explanation desired by a Vendor regarding the meaning, clarification or interpretation of the RFP must be requested in writing no later than **April 22, 2019**. Answers to questions or acceptance of requested changes to RFP requirements, since required to be sent in writing by E-mail, will be provided in an Addendum to the RFP by E-mail to all parties who received the RFP documents from the Board/SNP. Receipt of the Addendum should be acknowledged in the proposal on **ATTACHMENT A – Proposal Certification**. Although the Board/SNP will take effort to send any addendum to known Vendors, it is the Vendor’s ultimate responsibility to ensure all applicable addenda prior to proposal submittal.
- d) **Proposal examination** -
 - i) Vendors shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Vendor of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
 - ii) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the Vendor waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Vendor through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.
- e) **Rejection or Disqualification of proposals** -
 - i) A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
 - ii) The Board/SNP reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Vendor.

iii) Issuance of this RFP in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this solicitation if it is determined to be in the best interest of the Board/SNP.

iv) Any Vendor who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Vendor and their proposal may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.

v) The Board/SNP reserves the right to accept or reject any or all proposals, or to accept any part of an proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the Board/SNP.

g) E-Verify - After proposal acceptance, winning Vendors must be prepared to present E-verify affidavit information to the Board/SNP by completing ATTACHMENT D from Section 4.

XVI. AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

XVII. ASSIGNMENT

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

XVIII. INDEPENDENT CONTRACTOR AND INDEMNITY

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

XIX. FORCE MAJEURE (these are catastrophic events such as tornados, war, etc.)

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

XX. EVIDENCE OF INSURANCE

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

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

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

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

XXI. EXCEPTIONS

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

XXII. WARRANTY

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

SECTION 4 ATTACHMENTS

Attachments begin on page 16. Attachments **B**, **F**, **G** and **H** are in spreadsheet format in Microsoft EXCEL files in a file named “**ATTACHMENTS B-F-G-H**” on separate tabs and must be printed and added to the RFP document to make a complete packet. All other attachments are within this WORD file.

ATTACHMENT A
PROPOSAL CERTIFICATION FORM

This Proposal is submitted on this date to Lowndes County Board of Education School Nutrition:

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

Donna Hendley, Director of School Nutrition, donnahendley@lowndes.k12.ga.us

Checklist for Vendor:

This form and the following documents must be completed and attached as part of the RFP (check off all that you enclosed):

Attachment A: Proposal Certification, Attachment B: Food Specification Chart Attachment D: Contractor Affidavit

Addendum Numbers _____ through _____ were received prior to my signing this proposal document and completion of the RFP included any changes stated in any numbered Addendum or Amendment sent.

Notice to Vendors:

It is essential that the submitted Proposal complies with all the requirements contained in this RFP. The undersigned Vendor agrees, if this proposal is accepted, to enter into a contract with the Board/SNP (sample included in Attachment E) to perform and furnish all products as specified or indicated in the contract documents.

I certify by my signature below that this RFP for Processing USDA Foods is submitted in accordance with the RFP requirements, the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in Contract Section II through V. I also certify by my signature below that neither I nor the principals of my company are presently **debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded** from participation in this transaction by any Federal department or agency.

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

Signature _____

Signature

Title

Date Signed

Signatory's Printed Name: _____

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Company Name: _____ Federal ID# _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number _____

Witness's Signature** : _____ Title: _____ Printed Name _____

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

ATTACHMENT B
CHART OF SPECIFICATIONS

EXCEL spreadsheet with Specifications should be attached at the end of this document.

Vendor must complete information in each column for a product to be considered.

ATTACHMENT C
LOBBYING FORM & DISCLOSURE

Per **CFR 7.3018** – A Lobbying Certification and Disclosure must be printed and completed for all proposals \$100,000 and over. Please go to the following website and **print the form, sign and include in the RFP packet submitted.**

Disclosure Form to Report Lobbying is found at
<http://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>

ATTACHMENT D
Contractor Affidavit

Must be completed and returned with proposal.
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number	Date of Authorization
---	-----------------------

Name of Contractor	Name of Project
--------------------	-----------------

Lowndes County Board of Education
Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E
DISTRICT STANDARD CONTRACT

CONTRACT

This writing shall constitute the entire agreement between the Lowndes County School District, and (VENDOR) _____.

AGREEMENT: The Lowndes County School District agrees to the services provided by (VENDOR) as listed herein and as modified from time to time. This agreement supersedes any purchase order issued in the course of executing this agreement. (VENDOR) agrees to provide the services and equipment listed herein in accordance with the terms and conditions herein and certifies that such services and equipment is as proposed in response to Lowndes County School District RFP # 2016-1. Said proposal shall be considered a part of this agreement. This agreement may be modified only by written agreement and not by course of performance. This agreement becomes effective on _____ or on the day it is signed by all parties, whichever is later and will continue as indicated below.

DEFINITIONS: The meanings of the words below as used herein are defined as follows.

- A. "District" as used herein means the Lowndes County School District, a political sub-division of the State of Georgia.
- B. "Vendor or Contractor" as used herein means the company that will be awarded the contract.

LAW: The laws of the State of Georgia shall prevail in all matters concerning this contract.

PRICE: The District agrees to pay a total of \$_____ for the products proposed by the Vendor.

TERM: Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. In addition to other requirements, the following are specifically enumerated.

This contract will terminate absolutely and without further obligation on the part of the School District at the close of each Fiscal calendar year. Unless the Board votes to cancel or non-renew, the contract will automatically renew at the end of each calendar year for a successive calendar year.

TERMINATION:

- A. The Lowndes County School District may terminate this contract in accordance with O.C.G.A. 20-2-506.
- B. The Lowndes County School District may terminate this contract for non-performance of Contractor in any material respect and at the close of each calendar year by giving not less than 60 days notice to contractor.
- C. The Contractor may terminate this contract for non-performance of the District in any material respect or at the close of each calendar year by giving written notice to the District not less than 60 days prior to termination.
- D. The Contractor and the Lowndes County School District may mutually agree to terminate this contract at any time.
- E. Upon total termination of this contract due to any reason, the District shall only be liable for the cost of unpaid past service periods. This District will release all equipment provided by this contract.

- F. This contract will terminate absolutely and immediately at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of this contract.
- G. In the event of termination at the end of any calendar year period, the District shall only be liable for the cost of unpaid past service periods.

TAXES:

- A. The Contractor shall be responsible for all taxes and fees and shall pay all taxes and fees brought about by this agreement.
- B. The District shall provide the Contractor with a Sales & Use Tax Exemption Form.

INDEMNITY: To the extent permitted by law:

- A. The parties to this Agreement will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorney's fees) ("claims") arising out of any breach of this Agreement except to the extent caused by the negligence or intentional acts or omissions of the other.
- B. The District shall not be required to insure the equipment or items provided under this contract from loss.
- C. The District shall not be responsible for loss or damage to equipment or items.

ASSIGNMENT:

- A. The Contractor shall not sell, assign, or transfer this agreement without the written consent of the District.

Lowndes County School District

Vendor_____

Name

Name

Title

Title

Signature

Signature

Date

Date

ATTACHMENT F

SOUTH GEORGIA NUTRITION COOPERATIVE MEMBERS LIST

EXCEL spreadsheet with Co-op Members will be attached after this document.

ATTACHMENT G
EVALUATION SCORES

EVALUATION SCORESHEET for Proposal award attached after this document.

ATTACHMENT H
POTENTIAL PROCESSING VENDOR LIST

EXCEL spreadsheet with VENDOR LIST attached after this document.

If additional VENDORS are added, an amendment will be emailed to inform you following their addition to the list.