



POLK SCHOOL DISTRICT

REQUEST FOR PROSPOSAL (RFP)

RFP: FreshPizza21/22

Vendor Issue Date	April 6, 2021
Final Date for Written Questions	April 16, 2021
Vendor Due Date and Time	May 14, 2021; 10:30 a.m. EST
Vendor Due Location	Polk School District School Nutrition Program 2221 Old Cedartown Road, Cedartown GA 30125
Vendor Opening Date and Time	May 14, 2021; 10:30 a.m. EST
Vendor Opening Location	Polk School District School Nutrition Program 2221 Old Cedartown Road, Cedartown GA 30125
Award Date (per award letter)	June BOE Meeting, 2021
Installation or Start Date	July 1, 2021
Name of Awardee (completed after contract is awarded)	

VENDOR FOR	NAME OF PRODUCT	LABEL SEALED ENVELOPE AS FOLLOWS:
	Food	"RFP Fresh Pizza"

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: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

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DEFINITIONS

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

Vendor: A firm, individual, or corporation submitting a Vendor in response to this RFP.

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

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

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

Dry Food Product: A dry product that does NOT require freezing or refrigeration.

Request for Proposal (RFP): A document issued by a business or an organization to request vendor bids for products, solutions and services. An RFP is a formal method of procurement. Vendors submit a proposal to detail how the vendor would meet the needs of the buyer. In addition, the proposal answers any questions outlined in the RFP to help the buyer compare vendors side by side. The RFP must be publicly advertised and Vendors shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the Vendors.

NSLP: National School Lunch Program

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

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

SBP: School Breakfast Program

SFA: School Food Authority

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

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

SECTION 1 TRANSMITTAL PAGE

The Polk School District Board of Education Food Authority (SFA) is requesting sealed Proposals for a Fresh Pizza Program. Vendor Proposals are due by the date, time and location shown on the chart on the first page of this RFP to Vendor. Vendor Proposals will be opened at the date, time and location shown on the chart on the first page of the RFP to Vendor.

Sealed Vendor Proposals shall be mailed or delivered to:

School County/City Name: POLK SCHOOL DISTRICT BOARD OF EDUCATION NUTRITION PROGRAM

Address: 2221 OLD CEDARTOWN ROAD

City, State, Zip Code: CEDARTOWN, GEORGIA 30125

Questions regarding this REQUEST for Vendor shall be directed to:

linda.holland@polk.k12.ga.us

Dr. Linda D. Holland, Director of School Nutrition Program

INTENT

- a) It shall be the intent and purpose of this REQUEST for Vendor (RFP) to cover the terms and conditions under which a successful Vendor shall be responsible to provide training, services, and supply as well as deliver products to the Polk School District Board of Education Board of Education, School Nutrition Program through sealed Proposals.
- b) The SFA is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list in Attachment B. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the RFP and any applicable Addenda.
- c) The SFA reserves the right to accept or reject any or all Vendor Proposals, or to accept any part of a Vendor Proposal without accepting the whole thereof, or to accept such Vendor as they deem to be in the best interest of the SFA.

I. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this RFP, shall commence and terminate on the dates shown on the REQUEST TO VENDOR.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same Vendor pricing, services, terms and conditions provided mutual agreement by both parties in written form.
- c) **Renewal Option** - This contract may be renewed by mutual agreement of both parties in written form. (1-year term with the option to renew 4 additional 1-year terms based on vendor performance.)

II. VENDOR SUBMISSION PROCEDURES

Polk School District Board of Education Board of Education SFA is not liable for any costs incurred by Vendor prior to issuance of or entering into a contract. Costs associated with developing the Vendor 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 School Nutrition Program.

- a) Vendor Proposal must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked as shown on page #1 of this document entitled REQUEST FOR PROPOSAL (RFP).
- b) Vendors must be received by the SFA no later than the date shown on page #1 of this document entitled REQUEST FOR PROPOSAL (RFP).
- c) Late Vendors shall not be accepted. Polk School District Board of Education Board of Education SFA shall not be responsible for late receipt of Vendor Proposals. Vendor Proposals must be mailed or delivered to the location as stated above. Emailed and/or faxed Vendor Proposals are not acceptable and will not be considered. **An Excel electronic copy or paper copy of the ATTACHMENT B: Vendor Cost Proposal Form, along with any alternate or required information, must be included inside the sealed Vendor Proposal envelope/package.**
- d) If the Vendor submits documents with informalities, errors, or omissions such as, but not limited to, non-conforming Vendor security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Vendor Proposal, in the SFA's sole discretion, may be given 72 hours from the time of the Vendor Proposal opening in which to provide such information to the SFA.
- e) The SFA has the right to waive any and all informalities.

III. VENDOR PROPOSAL OPENING DATE/TIME/PLACE

Vendor Proposals will be opened at the date, time and location shown on page 1 of this document entitled REQUEST FOR PROPOSAL (RFP)

IV. AWARD DETERMINATION STATEMENT

- a) This RFP is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price for product, equipment and services contract. All Vendor prices shall remain firm for the entire contract period.
- b) The award of this RFP is contingent upon available budget funds and approval of the Polk School District Board of Education Board of Education.
- c) The School Nutrition Program will award the contract to the vendor submitting the proposal with lowest price for needed services, equipment and training that are responsive and responsible Vendor(s) meeting all terms, conditions, and specifications of the RFP, within approximately sixty (60) days of the opening of the Vendors. Submitted Vendor pricing shall remain valid during this sixty-day period. The School Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all Vendors or parts thereof.
- d) An official letter of acceptance will be forwarded by the School Nutrition Program to the successful Vendor after Vendor selection and prior to contract award.
- e) Upon acceptance and award of a vendor's proposal, the contract between the Vendor and the SFA shall be drafted from (a) the RFP and addenda, (b) the selected Vendor response to the RFP by the Vendor and any attachments thereto, and (c) all written communications between the SFA 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.

V. SYSTEM CONTACT INFORMATION

- a) This REQUEST for Vendor (RFP) is issued by the Polk School District Board of Education. All inquiries, clarifications, or interpretations regarding this RFP should be directed by email to:
 - SFA Director Name: Dr. Linda D. Holland
 - E-mail address: linda.holland@polk.k12.ga.us
- b) Responses to inquiries that affect the content of this RFP will be provided in writing at to all recipients of the RFP. 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. The SFA will accept only written inquiries regarding this RFP until the date shown on page #1 of this document entitled REQUEST FOR PROPOSALS (RFP), in order for a reply to reach all Vendors before the time closes and to give Vendor ample time to respond to any Addenda. Any information given to a prospective Vendor concerning an RFP will be furnished to all prospective Vendor as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Vendor.

VI. VENDOR CONTACT INFORMATION

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

SECTION 2
STANDARD TERMS AND CONDITIONS

This contract between the Polk School District Board of Education SFA 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 Vendors over \$100k)

Per 2 CFR 200 Appendix II Section I - A Lobbying Certification and Disclosure must be completed for all Vendors \$100,000 and over. Please see and complete Attachment E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Vendors that apply or Vendor for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of

Agriculture or any other Federal or State Agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

III. BUY AMERICAN STATEMENT (Food only)

Vendor 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: Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Documentation must be received that requests (1.) Consideration on the use of domestic alternative foods before approving an exception and (2.) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and (3.) The use of a non-domestic alternative food due to the domestic good not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

- (a) **Immediate Termination** - This contract will terminate immediately and absolutely if the Polk School District Board of Education Nutrition Program determines that adequate funds are not appropriated or granted or funds are de-appropriated such that Polk School District Board of Education Board of Education SFA cannot fulfill its obligations under the Contract, which determination is at Polk School District Board of Education Board of Education SFA's sole discretion and shall be conclusive. Further,

Polk School District Board of Education Board of Education SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

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

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

Polk School District Board of Education Board of Education SFA to declare the Vendor in default of its obligation under the Contract:

- i. The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
- ii. The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- iii. The Vendor fails to make substantial and timely progress toward performance of the Contract;
- iv. 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;
- v. The Vendor terminates or suspends its business; or Polk School District Board of Education Board of Education SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- vi. 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;
- vii. The Vendor has engaged in conduct that has or may expose Polk School District Board of Education Board of

Education SFA or the State to liability, as determined in Polk School District Board of Education Board of Education SFA's sole discretion; or

viii. The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of Polk School District Board of Education Board of Education SFA, the state, or a third party.

(c) Notice of Default- If there is a default event caused by the Vendor; Polk School District Board of Education SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in Polk School District Board of Education Board of Education SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, Polk School District Board of Education Board of Education SFA may:

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

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

(e) Termination Due to Change in Law- Polk School District Board of Education Board of Education SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:

- (i) Polk School District Board of Education Board of Education SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by Polk School District Board of Education Board of Education SFA; and/or
- (ii) Polk School District Board of Education Board of Education SFA's duties are substantially modified.

(f) Payment Limitation in Event of Termination- In the event of termination of the Contract for any reason by Polk School District Board of Education Board of Education SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which Polk School District Board of Education Board of Education SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This

provision in no way limits the remedies available to Polk School District Board of Education Board of Education SFA under the Contract in the event of termination. Polk School District Board of Education Board of Education SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(g) The Vendor's Termination Duties- Upon receipt of notice of termination or upon request of Polk School District Board of Education Board of Education SFA, the Vendor shall:

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

V. HUB (Historically Underutilized Business) STATEMENT

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

Positive efforts include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

(Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts

that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must

include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with

Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-

1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office

of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")

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 Vendors over \$150k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Vendor 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. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to

be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IX. CIVIL RIGHTS STATEMENT AND ASSURANCE

The Polk School District Board of Education Board of Education hereby agrees that it will comply with:

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

USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

Signature:

Title: Polk School District Director of School Nutrition

Printed Name: Dr. Linda D. Holland

USDA Nondiscrimination Statement

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

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

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

This institution is an equal opportunity provider.

X. RECORD RETENTION AND ACCESS CLAUSE

The Vendor 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 Polk School District Board of Education 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 Vendor 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 Vendor 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 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, the State and/or the Polk School District Board of Education Board of Education reserves the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. VENDOR PROTEST PROCEDURES

a.) Any protest shall be in writing and shall be delivered to the Polk School District Board of Education Board of Education designated Protest official at the designated Polk School District Board of Education Board of Education. A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or an authorized representative of the protestor;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
5. The form of relief requested.

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

c) The Polk School District Board of Education Board of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

"I certify that this Vendor is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive proposal bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to all conditions of this proposal bid and certify that I am authorized to sign this proposal bid for the Vendor per O.C.G.A.50-5-67. I further certify that the provisions of the official

code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect." See Attachment I

XIII. CODE OF CONDUCT

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

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

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

XIV. DUTY TO EXAMINE

It is the responsibility of each 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 nor shall it give rise to any contract claim.

XV. EXCEPTIONS TO TERMS AND CONDITIONS

A Vendor Proposal that takes exception to a material requirement of any part of this

solicitation, including a material term and condition, shall be rejected.

XVI. VELOCITY REPORT

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

XVII. VENDOR AFFIDAVIT (under O.C.G.A. § 13-10-91(b) (1))

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

SECTION 3

SPECIAL TERMS AND CONDITIONS

I. HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS (N/A to Equipment)

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

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

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

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

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

II. PROPRIETARY INFORMATION

If a Vendor submits any document with the Proposal that is considered to be proprietary in nature or is considered to be a trade secret, the Vendor shall notify the Polk School District Board of Education that the documents are included in the Proposal. The Polk School District Board of Education will honor the request unless or until a competing Vendor asks to have access to the information. In such case, the Polk

School District Board of Education will notify the affected Vendor that a challenge has been made. If the affected Vendor can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released, and the Polk School District Board of Education shall not be held liable.

III. TRADE NAME, LABELS AND OTHER REQUESTS (Where applicable)

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

c) FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS

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

EQUIVALENT/ALTERNATE PRODUCTS

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

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

1. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
2. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
3. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.

4. Supplier will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the Vendor documents.

IV. METHOD OF PAYMENT and PRICING INFORMATION

a) **Prices** - All prices shall remain fixed throughout the term of the contract, and Vendors containing escalation, discount, or other price adjustment provisions will be rejected.

b) The successful Vendor warrants that the Vendor price(s), terms, and conditions stated in his/her Vendor shall be firm through the Vendor process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All Vendor prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

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

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

f) Invoicing

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

1. Delivery location and date of delivery
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to the:
Polk School District Board of Education Nutrition Program
2221 Old Cedartown Road
Cedartown, Georgia 30125

V. METHOD OF SHIPMENT/DELIVERY (where applicable)

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

b) All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on Attachment D.

c) In an emergency situation in which the School Nutrition Program requires delivery in

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

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

e) Delivery of product(s) must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

f) Two invoices are to be provided and must be reviewed and signed at the time of delivery and if any discrepancies are noted during delivery those will be initialed and dated by the driver and school nutrition employee receiving the order.

The Three Strikes Rule: (if applicable and warranted)

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

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

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

VI. EVALUATION FACTORS

- c) Vendors will be evaluated in accordance with the required specifications as listed in this RFP. At the School Nutrition Program's discretion, a Vendor may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, Vendors will be evaluated for the ability of the Vendor to provide, in the School Nutrition Program's opinion, the best overall solution to meet the School Nutrition Program's specifications.
- d) The School Nutrition Program reserves the right to award a single contract for the total requirement of the RFP or award multiple contracts on a group or line

item basis in any combination that best serves the interest of the School Nutrition Program.

SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the Vendor shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. **Substitutions may be made only with prior approval of the Director of School Nutrition.** All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the Vendor. Substitutions are to be priced at the same cost as the original awarded item.

VII. ADDITIONAL VENDOR INSTRUCTIONS

a) **Vendor modifications** - Vendors cannot be modified after receipt of Vendors. 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 SFA reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Vendor withdrawal** - Vendor may withdraw Vendors at any time up to the scheduled time for receipt of Vendors. Vendor desiring to withdraw their Vendor must submit the purpose for withdrawal in writing to the School Nutrition SFA before the Vendor opening deadline (Vendor close date). Vendor may resubmit Vendors provided it is prior to the scheduled time for receipt of Vendors.

c) **Addendum** -If clarification of the specifications/instructions is required the request shall be made in writing no later than the time and date specified on page 1 of the RFP. The Polk School District Board of Education will respond to the request in the form of an addendum issued to all potential Vendor. No addendum will be issued within five working days of the date and time of Vendor opening.

d) Vendor examination

i) Vendor 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) Vendors will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the Vendor documents including the specifications and all requirements thereof of the RFP. It is understood that submission of a Vendor indicates full acceptance of the same by the parties submitting the Vendor. Furthermore, by submitting a

Vendor 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 Vendor.

e) Rejection or Disqualification of Vendors

- i) A Vendor that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed and dated, may be rejected as non-conforming.
- ii) The School Nutrition Program reserves the right to waive a Vendor's minor irregularities if rectified by Vendor within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
- iii) The School Nutrition Program reserves the right to disqualify Vendors upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Vendor.
- iv) Issuance of this RFP in no way constitutes a commitment by the School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all Vendors submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.
- v) Any Vendor who has demonstrated and documented poor performance during a current or previous agreement with the School Nutrition Program may be considered a non-responsible Vendor and their Vendor may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The School Nutrition Program reserves the right to accept or reject any or all Vendors, or to accept any part of a Vendor without accepting the whole thereof, or to accept such Vendor as they deem to be in the best interest of the School Nutrition Program.

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

g) Offer Acceptance Period – Vendors received are an irrevocable offer for 60 days after the Vendor opening time and date.

VIII. ORDERING INFORMATION

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

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

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

IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

X. ASSIGNMENT

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

XI. INDEPENDENT VENDOR AND INDEMNITY

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

XII. TIME OF PERFORMANCE

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Vendor shall be prepared, upon written notice of Vendor

award, to commence delivery of goods pursuant to the award on "Start Date" shown on page #1 of this document entitled "REQUEST FOR VENDOR".

b) The Vendor must comply with the time of performance.

XIII. FORCE MAJEURE

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

XIV. 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, Vendor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Polk School District Board of Education Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the School Nutrition Program. Such certificate shall be issued to Polk School District Board of Education 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 Vendor, whichever shall occur later.

XV. EXCEPTIONS

A Vendor 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 VENDOR EXCEPTION FORM: (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. See Attachment H

XVII. 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 School Nutrition Program's operations.

XVIII. GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the Polk School District Board of Education purchasing products under provisions of the contract issued as a result of this REQUEST shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity. SAMPLES: The School Nutrition Program reserves the right to request samples of any/all items indicated on the Vendor schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the Vendor's name, the item number as indicated on the Quote Sheets, and the Vendor number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

XIX. PRE-VENDOR CONFERENCE

If a pre-Vendor conference has been scheduled under this solicitation, the date, time, phone number and location of it will be outlined in the chart below. Vendor should raise any questions it may have about the solicitation or the procurement at that time. A Vendor may not rely on any verbal responses to questions at the conference. Material issued raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

Date:	Time:
Location:	Phone Number:

XX. SEVERABILITY

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

XXI. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the Polk School District Board of Education reserves the right to:

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

XXII. RELEASE FROM CONTRACT

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

XXIII. PIGGYBACKING CLAUSE

The vendor agrees to allow the Polk School District Board of Education Nutrition Program and the following Polk School District Board of Education (attachment G and each SFA piggybacking agreement form) to have the same terms, cost and conditions as this Vendor, during the time that this Vendor is in effect. SFAs may order items in quantities of one or more. Any liability created by purchase orders issued against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect from the award of this Vendor, unless otherwise specified.

XXIV. FOOD RECALLS AND BIOSECURITY (required only for processing Vendors at this time) 7 CFR 250

Vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with Vendor.

Vendor will provide the food recall contact person and the backup person's contact information to the school nutrition director or designee by completing the chart below. Food recall procedures can be found in 7 CFR 250.

Food Recall Contact Information:

Company Name	
Contact Name	
Phone Number(s)	
E-mail address	
Back-Up Contact Name	
Phone Number(s)	
E-mail address	
School System Name	
School Nutrition Contact Name	Dr. Linda D. Holland
Phone Number(s)	470-539-7777
E-mail address	linda.holland@polk.k12.ga.us
Back-Up School Nutrition Contact Name	David Brown
Phone Number(s)	678-883-6063
E-mail address	david.brown@polk.k12.ga.us

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

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

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

XXVI. DAVIS BACON ACT (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Sub vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

XXVII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT [Appendix II to 2 CFR 200/7 CFR 3019.48] (if applicable)
If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XXVIII. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322) (if applicable)
An SFA and its vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Polk School District Board of Education Board of Education, SFA and _____ hereinafter called VENDOR.

The SFA and VENDOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

VENDOR shall provide all products as specified or indicated in the Contract Documents. Vendor shall supply and deliver specified equipment to the School Nutrition Program's school designated, if applicable to this solicitation.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

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

ARTICLE 4. INVOICE PROCEDURES

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

Polk School District Board of Education Nutrition Program
2221 Old Cedartown Road
Cedartown, Georgia 30125

ARTICLE 5. VENDOR'S REPRESENTATIONS

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

- 5.1 VENDOR has examined and carefully studied the Contract Documents and all other related data identified in the Vendor Documents.
- 5.2 VENDOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS

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

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A: Contract Signature Page
- Attachment B: Specifications & Quote Sheet
- Attachment C: Vendor Form
- Attachment D: Delivery Site
- Attachment E: Lobbying Certificate Disclosure
- Attachment F: Debarment, Suspended and Ineligible Status
- Attachment G: Piggybacking Agreement Form
- Attachment H: Vendor Exception Form
- Attachment I : Anti-Collusion Affidavit
- Attachment J: Vendor Affidavit (E-Verify)
- Attachment K: Vendor Reference Form

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

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

This Agreement will be effective _____, 20__

_____ Polk School District _____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date

ATTACHMENT B
Specifications

1. This program shall encompass two high schools. The District reserves the right to expand or reduce the size of this program based on the needs of the District.

2. Training:

(a) The successful vendor must have staff for training purposes. Prior to beginning operation of this program within the schools, The School Nutrition Director and/or designee(s) shall personally receive two (2) full days of onsite in school training, up to 8 hours each day at no costs to the District.

(2) In addition to the initial training, training must be provided at no cost to the District for each participating school site. These operations shall only be supervised by District employees who have attended and completed the startup training. As new employees and managers enter they shall receive the "startup" training at no additional cost when requested by School Nutrition Director.

(3) Retraining will be available upon request by School Nutrition Director at no additional cost. Retraining should within 30 days of request.

(4) Other on- demand training such a video and online training will be made available at no cost as needed.

3. Products, Supplies and Equipment: The successful vendor shall provide all supplies, advertising, and equipment for this program. The District shall maintain all supplies and equipment in good working condition and will be responsible for replacing any company owned graphics, signage, supplies or equipment that becomes inoperable or unsanitary due to neglect or which do not conform to the requirements established by the successful Proposer.

(a) Products: Products must be supplied to all schools in the District that are participating in the program on a weekly schedule. Refrigerated trucks must be used for all food deliveries. Delivery is acceptable from 6:00 a.m. to 1:30 p.m., Monday through Friday, except for school holidays. A copy of the District calendar is included in this solicitation for your reference.

(b) Equipment: All needed equipment (ovens, proof boxes, work tables, heated self-serve display cabinets, kiosk counters, menu boards) and small wares (Pizza pans, pan holders, pizza cutters, bread loaf pans, ingredient containers, etc.) shall be supplied to the District at no up-front cost to district. Any small wares that are lost or stolen will be replaced by the District at the District's expense. The vendor will be responsible for installation of all equipment. The District shall maintain the equipment in good working order at all times. If a piece of equipment gets broken or stops functioning from no neglect on the part of the District during the first year of warranty; at no cost to the District, the vendor will ensure repair or replacement of the equipment within forty-eight (48) hours of notification by the District.

4. The successful vendor shall supply the District with a list of electrical needs for operation of all electrical equipment. The District will be responsible for ensuring that all electrical connections are in place prior

to beginning of this program.

5. Initial Inspection: Before commencement of the contract, the successful vendor shall make an inspection of all District Facilities for which this program is intended ensuring that the equipment proposed for the program will work in the designated space for use and can be delivered to designated space for use from outside of building.

6. Inspections: Vendor must visit participating schools on a minimum basis of twice per year to ensure proper execution of the program. This may be accomplished by the person delivering the product(s), if they are properly trained in the handling and execution of the program.

7. The District must be able to visit several sites under production with the same program as requested in this solicitation, prior to the awarding of a contract.

8. The District reserves the right to remove any individual employed by the vendor from the District's property who may not be conducting themselves in a professional manner or dressed properly if it is the best interest of the District.

9. Upon request, vendor must be able to provide sample products to the District for sampling among students and staff.

Pizza Products Specifications:

1. Pizza dough needs to be seven inches (7") in diameter and 3 oz. made with whole wheat formula. The dough should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan-style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.

2. The cheese must be one-hundred percent (100%) part skimmed Mozzarella, be IQF, and meet USDA specifications for lower sodium.

3. The sauce shall be packed in gags or approved containers and made from crushed tomatoes not tomato paste.

4. The toppings shall be fillers and extenders FREE and must contain Italian sausage and pepperoni.

5. The program must offer a pre-assembled clam-shell box with a branded logo and place for marking both times and flavors. It should be made of fluted cardboard or corrugated (not chipboard) as to maintain the holding temperature of the product and offer the ability to stack the boxes without crushing.

6. The entire pizza must be able to be fully baked on a conveyer oven supplied by contractor on a belt time of 3 minutes or less. The oven should be supplied to the District at no up-front cost to the District.

Equipment Specifications:

1. All equipment and supplies must be supplied to the District at no up-front cost to the District.

2. Pizza concept equipment shall have a branded look and be supplied by the vendor at no up-front cost to the District.
3. Vendor shall supply necessary equipment to produce 30% of the total enrollment in pizzas each day ensuring that no pizza is baked more than 1 hour ahead of serving.
4. Vendor must supply one (1) three (3) or more tier self-serve pizza warmer per school for a total of eight (8).
5. Vendor must supply a six foot (6') Kiosk with a branded look. Vendor must supply one (1) kiosk per school.
6. Vendor must supply enough pizza pans per school equaling 30% of total enrollment at a minimum.
7. Successful vendor must supply assorted small wares to include, but not limited to the following: pan grippers, pizza cutters, spatulas, etc. at no cost to the District.

Products and Equipment Details and Information

- (1) Provide a list and samples of branded items such as scrappers, boxes, packaging containers, napkins, etc. to be used in the pizza program.
- (2) Provide a list of supplies, equipment, and small wares proposed to be used in this program.
- (3) Have the capability of providing loaner equipment (pizza oven, proof box, cold bar, heated self-service display cabinet) and other needed items for equipment requiring repair in excess of twenty-four (24) hours. Replacement/loaner equipment must be of equal or better quality than the piece of equipment to be repaired.

HACCP Requirements

Polk School District expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to Proposal award, Polk School District may require documentation verifying that a written HACCP plan is followed.

Trade Name, Child Nutrition (CN) Labels and Grade

- a) Proposers are required to list packer, manufacturer's code (item number) brand, where indicated on Proposal documents.
- b) When procuring house labels, Proposer is required to indicate packer name, packer location and product number.
- c) Grade must be listed for all food products.

ATTACHMENT B continued:

Vendor Cost Proposal Form

Having carefully examined the Request for Proposal documents provided and held to actual or implied knowledge of the premises and conditions affecting the work, the undersigned proposes to furnish all service, labor and materials called for by them. No proposal may be withdrawn for a period of 120 days after time set for opening of proposals has been called on the date of opening.

GRAND TOTAL (all items) _____ (50,000 pizzas with equipment upcharges)

Company name: _____

Authorized representative: _____

Date: _____

By submitting a response to this solicitation, the Proposer's authorized representative acknowledges that he/she:

- Has read all information and instructions contained herein
- Agrees to comply with the requirements and instructions contained herein
- Is authorized to legally bind his/her company to meet the requirements of the contract

Submission:

Clearly label the front of the outside submission envelope:

RFP for Pizza

ATTN: Dr. Linda D. Holland

Polk School District School Nutrition Director

Unless items are specially excluded in the Proposal, the Board/SNP shall deem the Proposal to be complete and shall not be charged any costs above and the Proposal amount per unit as set forth by the Proposer herein.

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

Signature

Title/Company

Date

**ATTACHMENT C
VENDOR FORM**

Notice to Vendor:

Having carefully examined the Request for Proposal documents provided and held to actual or implied knowledge of the premises and conditions affecting the work, the undersigned proposes to furnish all service, labor and materials called for by them. No proposal may be withdrawn for a period of 60 days after time set for opening of proposals has been called on the date of opening. The undersigned Proposer agrees, if this proposal is accepted, to enter into an agreement with the School Nutrition Program on the form included in the Contract Documents to perform and furnish all products, services and labor as specified or indicated in the contract documents.

This Proposal is submitted to: Polk School District Board of Education School Nutrition

Having carefully examined the Request for Proposal documents provided and held to actual or implied knowledge of the premises and conditions affecting the work, the undersigned proposes to furnish all service, labor and materials called for by them. No proposal may be withdrawn for a period of 60 days after time set for opening of proposals has been called on the date of opening.

GRAND TOTAL (all items) _____ (50,000 pizzas with equipment upcharges)

This Proposal is submitted on this date: _____

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

Communications and questions regarding this RFP are to be directed to: linda.holland@polk.k12.ga.us

Dr. Linda D. Holland, Director of School Nutrition

Receipt of Addenda:

In submitting this receipt of addenda the vendor is stating that they have received and examined the following Addenda:

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Proposal:

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

Lobbying Certificate Specifications Debarment Status Form Anti-Collusion Affidavit
 Vendor Form Contract Signature Page Vendor Exception Form

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

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Authorized signer of vendor attests that he/she has thoroughly reviewed this RFP and that this Vendor response is submitted in accordance with the RFP requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**:

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**:

Witness's Name: _____

Witness's Title: _____

****For Corporations:** The Vendor 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 Vendor. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the Vendor.

**ATTACHMENT D
DELIVERY SITE(S)**

Polk School District Board of Education Nutrition Program

All items will be delivered to the following SCHOOLS:

Cedartown High – 167 Frank Lott Dr., Cedartown, GA 30125, 770-749-2080

Cedartown Middle- 1664 Syble Brannan Pkwy, Cedartown, GA 30125, 770-749-8850

Rockmart High- 990 Cartersville Hwy., Rockmart, GA 30153 770-684-5432

Rockmart Middle -60 Knox Mountain Rd., Rockmart, GA 30153 678-757-1479

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st 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 "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; REQUESTs for Vendor (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**ATTACHMENT G
LIST OF SCHOOL SYSTEMS THAT DESIRE TO PIGGYBACK**

POLK SCHOOL DISTRICT BOARD OF EDUCATION PIGGYBACKING PARTICIPATION AGREEMENT

RFP FOR: _____

SCHOOL YEAR: _____

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

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

SCHOOL DISTRICT: _____

ADDRESS:

SCHOOL NUTRITION DIRECTOR: Dr. Linda D. Holland

PHONE: _____ E-MAIL: _____

NUMBER OF SCHOOLS: _____

DELIVERY FREQUENCY: _____

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

Polk School District Board of Education Authority Signature:

Awarded Vendor

Signature:

Title: _____

Title: _____

Name: (printed)

Name of Company: (printed)

**ATTACHMENT H
VENDOR EXCEPTION FORM**

Vendor Name:	REQUEST for Vendor (RFP) for: School System: Type:	Date of Submittal:
Number and Title of each section of RFP that Vendor takes exception	<u>Number and Title:</u> <u>Section:</u>	<u>Number and Title:</u> <u>Section:</u>
Specific Sentence within each section	<u>Sentence:</u>	<u>Sentence:</u>
Alternate Provisions proposed by Vendor	<u>Alternate:</u>	<u>Alternate:</u>
Vendor's Authorization Signature:		
Vendor's Authorization printed name:		
Title:		

ATTACHMENT I

ANTI-COLLUSION AFFIDAVIT

STATE OF:

COUNTY/CITY OF:

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the Vendor to submit the attached Vendor. Affiant further states that the Vendor has not been a party to any collusion among Vendor in restraint of freedom of competition by agreement to Vendor at a fixed price or to refrain from Vendor; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the Vendor/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this Vendor.

Signed

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public (or Clerk or Judge) _____

My commission expires: _____

ATTACHMENT J

VENDOR AFFIDAVIT

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. § 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Polk School District Board of Education 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 vendor will continue to use the federal work authorization program throughout the contract period and the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-verify Number (4 to 6-digit number) _____

Date of Authorization _____

Name of Vendor _____

_____ Polk School District Board of Education Board of Education

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

Executed on _____, ____, 20__ in _____ (city), _____ (state).

_____ Signature of Authorized Officer or Agent

_____ Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT K

Vendor Reference Form

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

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