

Chattooga County Board of Education

School Nutrition Program
33 Middle School Rd
Summerville, GA 30747

Request for Proposal Fresh Delivered Pizza

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(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

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Approved equal** - bid item that has been approved by the Chattooga County School Nutrition Program as an acceptable alternative to the item specified in the bid documents.
- c) **Vendor** - A firm, individual, or corporation submitting a bid in response to this RFP.
- d) **Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.
- e) **Contractor** - The provider of the goods and/ or services under the Contract.
- f) **Contract Documents** - Consist of the Agreement between the SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- g) **Damaged Item**- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.
- h) **Request for Proposal (RFP)** - Also called a solicitation; it is a document used in procurement procedures through which a purchaser advises the potential suppliers of (1) statement and scope of work, (2) specifications, (3) schedules or timelines, (4) contract type, (5) data requirements, (6) terms and conditions, (7) description of goods and/or services to be procured, (8) general criteria used in evaluation procedure, (9) special contractual requirements, (10) technical goals, (11) instructions for preparation of technical, management, and/or cost proposals. RFPs are publicly advertised and suppliers respond with a detailed proposal, not with only a price quotation. Therefore, price is not the only consideration in awarding the bid. RFPs/Solicitations must also identify all the requirements which the offers' or Contractors must fulfill and all other factors to be used in evaluating the bid or proposal.
- i) **Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Vendor will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.
- j) **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.
- k) **NSLP** - National School Lunch Program

SECTION 1

TRANSMITTAL PAGE

The Chattooga County Board of Education, School Nutrition Program (SNP) is soliciting requests for proposals (RFP) for fresh delivered pizza for the proposal period starting April 13, 2020 through June 1, 2021. Proposals are due by **April 2 at 10:00 a.m. Prior to submitting a proposal, the Vendor must arrange a Pre-Bid meeting with the School Nutrition Department to allow for product evaluation.** This must be done before **March 20, 2020** by contacting School Nutrition Director, Phyllis Oliver pwoliver@chattooga.k12.ga.us. Samples of each item (one pizza per category) must be furnished at the Vendors expense and delivered with nutritional information.

Paper proposals must be enclosed in a sealed envelope and marked with the company name, date, and “Request for Proposal—Fresh Delivered Pizza”. Facsimiles will not be accepted. An electronic copy may be e-mailed to pwoliver@chattooga.k12.ga.us on or before **April 2, 2020 by 10:00 a.m.** Proposals must be submitted on the pricing sheet included in this document and must be filled in completely to be considered.

Questions regarding this RFP shall be directed to School Nutrition Director, Phyllis Oliver pwoliver@chattooga.k12.ga.us or 706-859-3054.

I. INTENT

- a) It shall be the intent and purpose of this Request for Proposal (RFP) to cover the terms and conditions under which a successful Vendor shall be responsible to supply fresh delivered pizza to the Chattooga County School Nutrition Program.
- b) The SNP is seeking to identify and select one (1) or more Vendors to provide the items as listed in the attached food list (Attachment B). The selected Vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Instructions and the agreed upon proposal.
- c) The SNP reserves the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the SNP.

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

- a) Proposals must be enclosed in a sealed envelope or e-mailed. The outside of the envelope shall be clearly marked, “**Request for Proposal—Fresh Delivered Pizza**”. If submitting electronically, e-mail to pwoliver@chattooga.k12.ga.us.
- b) Proposals must be received by the SNP no later than **Thursday, April 2, 2020 at 10:00 a.m.**
- c) Late proposals will not be accepted. The SNP shall not be responsible for late receipt of proposals. Faxed proposals are not acceptable and will not be considered. Proposals must be mailed, e-mailed or delivered to:

Phyllis Oliver, Director
 School Nutrition Department
 33 Middle School Road
 Summerville, GA 30747
pwoliver@chattooga.k12.ga.us

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

III. PROPOSAL OPENING DATE/TIME/PLACE

Issue Date	March 9, 2020
Final Date for Scheduling Pre-bid Meeting	March 20, 2020
Final Date for Written Questions	March 27, 2020
Deadline for Submitting Proposals	April 2, 2020 at 10:00 a.m.

IV. AWARD DETERMINATION STATEMENT

- a) This RFP is intended to be awarded to a single or to multiple Vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period. The award of this RFP is contingent upon available budget funds, RFP conditions, and approval of the Chattooga County Board of Education.
- b) The Chattooga County School Nutrition Program reserves the right to reject any or all proposals. The bid contract will be awarded to the Vendor whose RFP is judged to be most advantageous to Chattooga County School Nutrition Program in the areas of price, quality of goods, pre-approved brands, service capabilities, references, performance history, location and any other factors specific to the commodity. **Price alone will not be the determining factor in this bid.**
- c) The RFP will be scored by a committee using the following table:

Category	Weight
Price- including delivery	30
Product Acceptability- taste, quality, nutrition, student preference	10
Service Capabilities- timely, accurate, food safety plan	10
School Experience- references, knowledge of child nutrition programs	10

- d) An official letter of acceptance will be forwarded by the School Nutrition Director to the successful Vendor after bid selection and prior to contract award.
- e) Upon acceptance of the proposal and award of a Vendor's bid, the contract between the vendor and the SNP shall be drafted from (a) the RFP and addenda, (b) the selected proposal response to the RFP by the Vendor and any attachments thereto, and (c) all written communications between the SNP and the Vendor concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

V. SYSTEM CONTACT INFORMATION

- a) This Request for Proposal (RFP) is issued by Chattooga County School Nutrition Program. All inquiries, clarifications, or interpretations regarding this RFP should be directed in writing to:

Phyllis Oliver, Director
School Nutrition Department
33 Middle School Road
Summerville, GA 30747
pwoliver@chattooga.k12.ga.us

- b) Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each 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 SNP will accept only written inquiries regarding this RFP until March 27, 2020 in order for a reply to reach all Vendors before the deadline. Any information given to a prospective Vendor concerning an RFP will be furnished to all prospective Vendors as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Vendors.

VI. VENDOR CONTACT INFORMATION

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

SECTION 2

STANDARD TERMS AND CONDITIONS

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

I. LOBBYING CERTIFICATE

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

II. DEBARMENT AND SUSPENSION VERIFICATION

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

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

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

III. BUY AMERICAN STATEMENT

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

IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CLAUSES

Immediate Termination

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

In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate

termination of the Contract effective as of the date on which the license or certification is no longer in effect;

The School Food Authority determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

The Contractor fails to comply with confidentiality laws or provisions; and/or the Contractor furnished any statement, representation or certification in connection with the Contract or the bidder's process which is materially false, deceptive, incorrect or incomplete.

Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the School Food Authority to declare the Contractor in default of its obligations under the Contract:

The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the School Food Authority's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor; The School Food Authority determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

The Contractor fails to make substantial and timely progress toward performance of the Contract; The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or Board of Education law or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the School Food Authority reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

The Contractor has failed to comply with applicable federal, Board of Education and State laws, rules, ordinances, regulations and orders when performing within the scope of the Contract; The Contractor has engaged in conduct that has or may expose the School Food Authority or the Board of Education to liability, as determined in the School Food Authority's sole discretion; or

The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the Board of Education, or a third party.

Notice of Default

If there is a default event caused by the Contractor, the School Food Authority shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the School Food Authority's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the School Food Authority may:

Immediately terminate the Contract without additional written notice; and/or Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or, enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

Termination for Convenience

Following thirty (30) days' written notice, the School Food Authority may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the School Food Authority up to and including the date of termination.

Termination Due to Change of Law

The School Food Authority shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

The School Food Authority's authorization to operate is withdrawn or there is a material alteration in the programs administered by the School Food Authority; and/or the School Food Authority's duties are substantially modified.

Payment Limitation in Event of Termination

In the event of termination of the Contract for any reason by the School Food Authority, the School Food Authority shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the School Food Authority is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the School Food Authority under the Contract in the event of termination. The School Food Authority shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the School Food Authority, the Contractor shall:

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 therefrom, and any other matters the School Food Authority may require;

Immediately cease using and return to the School Food Authority, any personal property or materials, whether tangible or intangible, provided by the School Food Authority to the Contractor;

Comply with the School Food Authority's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

Cooperate in good faith with the School Food Authority, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and immediately return to the School Food Authority any payments made by the School Food Authority for goods and services that were not delivered or rendered by the Contractor.

V. CONTRACT TERM CLAUSES

Initial Term

The initial term of this contract, which results from the award of this RFP, shall commence on **April 13, 2020 and terminate on June 1, 2021.**

The Contract between the SNP and the Contractor shall begin and end on the dates specified in the RFP, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

Contract Renewal.

The SNP shall have the option, in its sole discretion, to renew the Contract for additional renewals as

defined in the Standard Contract on a year-to year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the SNP, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the SNP and the Contractor.

Contract Extension.

In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the SNP may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the SNP a continuous supply of the identified goods and services.

VI. HUB STATEMENT

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

VII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

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.

VIII. 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).

IX. CLEAN AIR/ CLEAN WATER STATEMENT

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

X. CIVIL RIGHTS STATEMENT

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720- 5964 (voice and TDD). USDA is an equal opportunity provider and employer. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

XI. RECORD RETENTION AND ACCESS CLAUSE

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

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours.

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

XII. BID PROTEST PROCEDURES

- a. Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent, Mr. Jared Hosmer as the acting protest official of the Chattooga County Board of Education School Nutrition Program at 33 Middle School Road Summerville, GA 30747. The protest shall be filed no later than ten (10) days from the award notice and shall include:
- The name, address, and telephone number of the protester;
 - The signature of the protester or an authorized representative of the protester;
 - Identification of the purchasing agency and the solicitation or contract number;
 - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - The form of relief requested.
- 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 Chattooga County Board of Education shall in all instances disclose information regarding protests to State Agency.

XIII. NON-COLLUSION STATEMENT

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

XIV. CODE OF CONDUCT

Per regulation 7CFR3016.36 (3) “bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts.”

Chattooga County School Nutrition Program Code of Conduct:

2019-2020

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Food and Nutrition Program Funds. No employee, officer or agent of the CHATTOOGA COUNTY BOARD OF EDUCATION shall participate in selection or in the award or administration of a contract supported by Program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when any of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner;
- d. An organization which employs or is about to employ any of the above.

The CHATTOOGA COUNTY BOARD OF EDUCATION employees, agents or officers shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements. The purchase during the school day of any food or service from a contractor for individual use is prohibited. The outside sale of such items as used oil, empty cans and the like will be sold by contract between the CHATTOOGA COUNTY BOARD OF EDUCATION and the outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee to abide by the above stated code could result in a fine, or suspension, or both, or dismissal. Interpretation of the code will be given at any time by contacting the SCHOOL FOOD NUTRITION DIRECTOR at 706-859-3054.

The CHATTOOGA COUNTY BOARD OF EDUCATION will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the Board of Education.

XV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

XVI. EXCEPTIONS TO TERMS AND CONDITIONS

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

SECTION 3

SPECIAL INSTRUCTIONS

I. HACCP REQUIREMENTS

The SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential Contractors and their suppliers. Prior to awarding the bid, the SNP may require documentation verifying that a written HACCP plan is followed. Vendor must include the most recent health score of their establishment and the holding/discard instructions for pizza products. The SNP reserves the right to schedule a walk-thru of the facility to monitor food safety and quality standards.

II. NUTRIENT STANDARDS

- a) No products will be considered which contain partially hydrogenated oils or artificial sweeteners.
- b) All items submitted must be accompanied by Child Nutrition (CN) grain and meat/meat alternate formulation statements. Nutritional panels/nutritionals must be submitted with this document and at a minimum must include: serving size calories, total fat, saturated fat, sodium, carbohydrates, sugar, and protein.
- c) Product ingredient statements must be submitted with this document.
- d) Allergen statements must be submitted with this document.

III. FOOD RELATED TERMS AND CONDITIONS

- a) **Inspection and testing:** The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.
- b) **Quantities:** The quantities indicated on the product order are accurate to the best of our ability, but the school may request orders be increased or decreased, given there is time for adjustments. Vendors must understand that the fact that a quantity is estimated on an item does not constitute a guarantee to purchase any amount in excess of requirements.
- c) **Service level:** The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.
- d) **Brand identification:** This is a qualified product specification. Vendors must bid on the specific name brand items requested. Deviations from this requirement will not be considered.
- e) **Unit price prevails:** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- f) **Substitutions:** If a contractor is temporarily out of stock of a particular item or ingredient, an equal or superior product at an equal or lower price may be delivered, with prior approval of the School Nutrition Director or the School Nutrition Coordinator. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. **The contractor shall pay the**

difference in the amount paid for the substituted product and the amount of the contracted price.

IV. METHOD OF PAYMENT and PRICING INFORMATION

- a) Prices - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties. Documentation must be submitted by Vendor.
- b) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- c) Prices will not include Federal Excise Tax or State Sales Tax.
- d) Monthly statements shall be submitted to the SNP Bookkeeper for individual schools no later than the 5th working day of the following month in order to be paid during that month.
- e) **Invoicing**
 - i) Invoices, at minimum, shall consist of the following information:
 - (1) School 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/mailed to:
 - Chattooga County School Nutrition Department
 - Attn. Bookkeeper
 - 33 Middle School Road
 - Summerville, GA 30347
 - Or
 - kefloyd@chattooga.k12.ga.us

V. METHOD OF SHIPMENT/DELIVERY

- a) Orders and deliveries - Contractors are to work directly with the SNP Coordinator who will call in or email the orders weekly. Contractors are not to call school cafeteria Managers unless it is an emergency. Personal orders cannot be taken from and/or delivered to SNP personnel during the work day.
- b) **District and school staff cannot order or accept food on behalf of the School Nutrition Program, nor can they bill orders through the School Nutrition Program using SNP bid pricing. Any transaction between Chattooga County School entities, other than School Nutrition, requires their own bid/vendor agreement.** Violation may result in termination of the bid.
- c) Delivery points - School delivery points have been indicated on attachment. Delivery shall be made to Chattooga County High School at least one (1) day per week, with the option to add additional schools, up to five (5). The contractor and the SNP Director will mutually agree upon delivery days and schedule once bid is awarded.
- d) Deliveries must be made at **least 30 minutes** before the first scheduled serving period. Any delays in service must be communicated immediately to the School Nutrition Department and may result in

agreement termination. Pizzas must arrive cut and ready to serve at 140 degrees Fahrenheit or higher.

- e) Each pizza should be cut into equally proportioned wedges according to specification. Any pizza cut incorrectly will be rejected on site and should be replaced on the day of service within 1 hour.
- f) All products are subject to inspection by the cafeteria manager at each individual campus. Any product that does not meet the standards as set forth in the specifications shall be returned for credit at the expense of the Contractor.
- g) The successful vendor shall furnish a schedule designating delivery route days, and the name of the driver to each School and the School Nutrition Department.
- h) The successful Contractor shall furnish procedures for placing or changing orders and replacement of damaged products.
- i) In an emergency situation, in which the SNP requires delivery in less than two (2) days and the Contractor cannot provide the goods within the emergency delivery period, SNP has the option to purchase those goods from another source with no penalty to either party.
- j) Delivery schedules that fall on a holiday will be made the following business day.
- k) DeOperating times are as follows (**please note these hours are subject to change**):
 - Elementary School Hours- 6:00 a.m. 2:00 p.m.
 - Middle School Hours- 6:00 a.m. 2:00 p.m.
 - High School Hours- 6:00 a.m. 2:00 p.m.

VI. EVALUATION FACTORS

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

VII. ADDITIONAL INSTRUCTIONS

- a) **Modifications** - Proposals cannot be modified after submitted unless agreed upon by both parties. 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 SNP reserves the right to request information or respond to inquiries for clarification purposes only.

- b) **Proposal Withdrawal** - Vendors may withdraw proposals at any time up to the scheduled time for receipt of bids. Vendors desiring to withdraw their bid must submit the purpose for withdrawal in writing to the SNP before the bid opening deadline **Thursday April 2, 2020 at 10:00 a.m.** Vendors may resubmit proposals provided it is prior to the scheduled time for receipt.
- c) **Addenda** - Any explanation desired by a Vendor regarding the meaning, clarification or interpretation of the RFP must be requested in writing no later than March 27, 2020. Answers to questions or acceptance of requested changes to RFP requirements will be provided in an Addendum to the RFP, which will be posted on the Chattooga County Schools website (Chattooga.k12.ga.us) and notice of the issuance of the Addendum will be given to all parties recorded by the SNP as having received the RFP documents from the SNP. Receipt of the Addendum should be acknowledged in the response. Although the SNP will take effort to send any addendum to known Vendors, it is the Vendor's ultimate responsibility to ensure all applicable addenda prior to submitting their proposal.
- d) **Proposal Examination**
- i. Vendors shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Vendor of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
 - ii. Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting. Furthermore, by submitting a proposal the Vendor waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the contractor through examination of all documents, or raising a question regarding requirements prior to submitting a bid.
- e) **Rejection or Disqualification of Bids**
- i. A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
 - ii. The SNP reserves the right to waive a proposal's minor irregularities if rectified by the vendor within three business days of the SNP's issuance of a written notice of such irregularities.
 - iii. The SNP reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Vendor.
 - iv. Issuance of this RFP in no way constitutes a commitment by the SNP to award a contract. The SNP reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this solicitation if it is determined to be in the best interest of the SNP.
 - v. Any Vendor who has demonstrated poor performance during a current or previous Agreement with the SNP may be considered a non-responsible Vendor and their proposal may be rejected. The SNP reserves the right to exercise this option as is deemed proper and/or necessary.

- vi. The SNP reserves the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the SNP.
- vii. Offer(s) Acceptance Period - Proposals are an irrevocable offer for 60 days after the bid opening time and date.

VIII. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.
- c) **Emergency orders** - In an emergency situation in which the SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the SNP has the option to purchase those supplies from another source with no penalty to either party.
- d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the SNP be responsible for ordering/paying for the resulting difference.

IV. AMENDMENTS AND MODIFICATIONS OF CONTRACT

Once awarded, the contract between the SNP and the successful Vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

V. ASSIGNMENT

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

VI. INDEPENDENT CONTRACTOR AND INDEMNITY

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

VII. TIME OF PERFORMANCE

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on April 6, 2020. The Contractor must comply with the time of performance.

VIII. FORCE MAJEURE

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

IX. EVIDENCE OF INSURANCE

- a) The successful Contractor, 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	500/500/500
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability/Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Chattooga County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the SNP. Such certificate shall be issued to: Chattooga County Board of Education, School Nutrition Department.
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

X. INDEMNIFICATION

The licensee shall indemnify, defend, save and hold harmless Chattooga County Board of Education from any liability, loss, expenses, including costs of defense and reasonable attorney’s fees, damages or claims resulting from:

- a) The violation of any laws, ordinances, rules or regulations of any government, or government agency, or the violation of private rights, including by way of illustration but not limitation, infringement of any copyright, trade or service mark, right privacy or any other constitutional, statutory or common law right of any person, corporation or other entity.

- b) The defamation, slander or libel of any person, corporation, company or other entity.
- c) Any and all damage or destruction caused to the campus buildings, parking areas, other facilities, structures or the grounds of the campus.
- d) The injury of any person or destruction of property belonging to any other persons; caused by, related to or arising out of the use, possession and occupancy of the premises by the Licensee, its employees, agents guests and invitees, including members of the general public attracted by the activities of the Licensee, and regardless of whether such liability loss, expense, damage or claim arises out of or is the result of misfeasance, malfeasance, negligence, gross negligence or intentional torts of Licensee, its employees, agents, guests and invitees, including members of the general public attracted by the activities of Licensee, excepting liability, loss, expense, damages or claims arising solely out of acts of gross negligence and intentional torts of Chattooga County BOE, its officers and employees.

XI. EXCEPTIONS

A Proposal submitted in response to this RFP constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this RFP, except to the extent that a Vendor takes exception to such provisions. To take exception to a provision of this RFP, the Vendor must clearly identify in the 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.

XII. WARRANTY

Successful Contractor 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 SNP's operations.

XIII. GIFTS AND GRATUITIES

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

XIV. PRE-BID CONFERENCE

If a pre-bid conference has been scheduled under this solicitation, the date, time and location of the deadline to schedule this conference appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. A 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 issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum. It is the Vendor's responsibility to schedule this meeting and provide the requested products and information.

XV. 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.

XVI. WAIVER AND DEJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

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

XVII. RELEASE FROM CONTRACT

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

SECTION 4
ATTACHMENT A
CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the _____ School Nutrition Dept., (hereinafter called SNP) and _____ hereinafter called CONTRACTOR.

SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver all products to the SNP's schools.

ARTICLE 2. CONTRACT TIME

The product deliveries shall be in accordance with this Agreement, and are to be completed as specified in RFP.

ARTICLE 3. CONTRACT PRICE

SNP shall pay CONTRACTOR for delivery of products in accordance with CONTRACTOR'S bid, which is attached hereto.

ARTICLE 4. INVOICE PROCEDURES

Monthly statements shall be submitted no later than the 5th working day of the following month in order to be paid during that month. Invoices for payment with appropriate supporting documents shall be sent to the following address:

Chattooga County School Nutrition Program
Kelly Floyd
33 Middle School Road
Summerville, GA 30747
kefloyd@chattooga.k12.ga.us
706-859-3053

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce SNP to enter into this Agreement, CONTRACTOR makes the following representations:

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- Transmittal Page
- Standard Terms and Conditions
- Special Instructions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Attachment E- E-Verify
- School Calendar 2019-2020 and 2020-2021

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, SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to SNP and CONTRACTOR.

This Agreement will be effective _____, 2018

_____ Vendor's Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

ATTACHMENT B

FOOD SPECIFICATIONS and QUESTIONNAIRE

Each manufacturer must include a list of all pizza products available for fresh delivery daily that comply with the National School Lunch Program guidelines and **must be willing to furnish sample product of each item listed**. Extra space is provided in the specification form for additional items. The quantity is identified as “estimated” or as “more or less”. It shall be understood and agreed that quantities listed in the schedule are estimates only and may be increased or decreased in accordance with the terms and condition of the contract and that the SNP in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and/or materials in such quantities as subsequently ordered.

Please complete the questionnaire below:

How long has your company been in business with schools? _____

Please list other school districts for which you’ve provided a similar program:

District	Years Servicing

Please list store location(s) that will be servicing the Chattooga County School Nutrition Program, including address, phone number, and manager’s name.

Location	Contact Information	Manager(s)

Number of drivers designated to service the district at minimum: _____

• Official Pricing Form •

Description *Ingredient statement(s) required with proposal	Servings per Pizza	Price per Pizza	Additional Charges	Vendor Notes	SNP Estimated Usage by <u>Slice</u>
<i>Cheese Pizza 16" - 10 cut</i> Cheese: 100% real cheese; reduced sodium and fat preferred Pizza Sauce: Reduced sodium pizza sauce Child Nutrition Crediting: Meets 2 meat/meat alternate; 2 Grain equivalents, per the USDA Meal Pattern regulations					300 slices/menu placement
<i>Pepperoni Pizza 16" - 10 cut</i> Cheese: 100% real cheese; reduced sodium and fat preferred Pizza Sauce: Reduced sodium pizza sauce Pepperoni: Reduced fat/Reduced sodium pepperoni Child Nutrition Crediting: Meets 2 meat/meat alternate; 2 Grain equivalents, per the USDA Meal Pattern regulations					300 slices/menu placement
<i>Additional item #1:</i>					
<i>Additional item #2:</i>					

ATTACHMENT C
VENDOR BID FORM

Notice to Vendors:

It is essential that the submitted Bid complies with all the requirements contained in this RFP. The undersigned Vendor agrees, if this bid is accepted, to enter into a contractual agreement with the SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: _____ Board of Education, School Nutrition Department
Chattooga County Schools, 33 Middle School Road, Summerville, GA 30747

This Proposal is submitted on this date: _____

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

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

Contact Name/Title: Phyllis Oliver, School Nutrition Director

Contact Telephone: 706-859-3054

Contact Email: pwoliver@chattooga.k12.ga.us

Contact Name/Title: Kelly Floyd, SNP Bookkeeper

Contact Telephone: 706-859-3053

Contact Email: kefloyd@chattooga.k12.ga.us

Receipt of Addenda:

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

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Vendor: The following documents are attached to and made part of the Bid (check all that apply)

- Lobbying Certificate
- Food Specifications
- Vendor Bid Form
- Official Pricing Form
- Contract Signature Page
- E-Verify

Pricing:

Unless items are specifically excluded in the Bid, the SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Vendor herein (see Official Pricing Form).

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

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Vendor attests that:

He/she has thoroughly reviewed this RFP for Fresh Delivered Pizza and that this proposal 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 bid 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 bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT D

LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT E

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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 F

Chattooga County School Delivery Points SY 2019-2020

CONTACT: Phyllis Oliver, Director
Kelly Floyd, Bookkeeper

BILLING ADDRESS: Chattooga County Schools
School Nutrition Program
33 Middle School Road, Summerville, GA
Telephone: 706-859-3053 Or 3054
FAX: 706-857-3440

DELIVERY POINTS:

Chattooga County High School 989 Hwy 114 Summerville, GA 30747 Mgr: Debbie Mitchell 706-857-7229	Lyerly Elementary 150 Oak Hill Rd Lyerly, GA 30730 Mgr: Jessica Cabe 706-895-2120
Menlo Elementary 2430 Hwy 337 Menlo, GA 30731 Mgr: Patricia Bentley 706-862-6036	Summerville Middle School 200 Middle School Road Summerville, GA Mgr: Sherri Whitlock 706-857-1244

ATTACHMENT G: RFP FOR SCORECARD

Reviewers must check one score (0-5) for each criterion and then multiply the marked score by the multiplier. This will result in the total points awarded for that criterion

NAME OF VENDOR	A. SCORE						B. Weighted Multiplier	C. Points Awarded
EVALUATION CRITERIA	<i>Unsatisfactory</i> 0 pts	<i>Satisfactory</i> 1 pt	<i>Good</i> 2 pts	<i>Very Good</i> 3 pts	<i>Excellent</i> 4 pts	<i>Outstanding</i> 5 pts	x ()	A x B
cluding delivery							x 30	
ceptability- taste, quality, student meets menu needs							x 10	
capabilities- timely, accurate, food , health scores							x 10	
perience- references, knowledge of tion programs							x 10	
D. TOTAL Add figures from column C								

COMMENTS

Reviewer Signature: _____ Date: _____

Printed Name: _____

School Year 2019-2020

August 1, 2019 : First Day for Students
September 2, 2019 : Labor Day/Holiday
October 4, 2019 : Teacher Workday/Student Holiday
October 7-11, 2019 : Fall Break
November 25-29, 2019 : Thanksgiving Holiday
December 20, 2019 : Teacher Workday/Student Holiday
December 23-January 2 : Christmas Break
January 3, 2020 : Teacher Workday/Student Holiday
January 6, 2020 : Students Return
January 20, 2020 : MLK Day/Holiday
February 10-14, 2020 : Winter Break/Bad Weather Make-up
February 17, 2020 : Presidents' Day/Holiday
March 13, 2020 : Teacher Workday/Student Holiday
April 6-10, 2020 : Spring Break
May 25, 2020 : Memorial Day/Holiday
May 29, 2020 : Last Day for Students

School Year 2020-2021

July 30, 2020 : 1st day for Students
September 4, 2020 : Teacher Workday/Student Holiday
September 7, 2020 : Labor Day/School Closed
October 12-16, 2020 : Fall Break
October 19, 2020 : Teacher Workday/Student Holiday
October 20, 2020 : Students Return
November 23-27, 2020 : Thanksgiving Break
November 30, 2020 : Students Return
December 17, 2020 : Teacher Workday/Student Holiday
December 18-31, 2020 : Christmas Break
January 1, 2021 : New Year's Day
January 4, 2021 : Teacher Workday/Student Holiday
January 5, 2021 : Students Return
January 18, 2021 : MLK Day/Holiday
February 11, 2021 : Bad Weather Make-up Day/Student Holiday
February 12, 2021 : Bad Weather Make-up Day/Student Holiday
February 15, 2021 : President's Day/Holiday
March 12, 2021 : Teacher Workday/Student Holiday
April 2, 2021 : Teacher Workday/Student Holiday
April 5-9, 2021 : Spring Break
May 28, 2021 : Last Day for Students; Graduation