



Where Excellence and Creativity Merge

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Board of Education:
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Brian Anderson
Dr. Regina Daigre
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**Fayette County Public Schools
RFP # 2026-06-04
Request for Proposal Timeline**

| | |
|-------------------------------------|--|
| Issue/Posting Date | June 4, 2026 |
| Final Date for Written Questions | June 18, 2026 |
| Sealed Proposal Due Date and Time | July 7, 2026 @ 10:00AM |
| Proposal Due Location | School Nutrition Program Office 205 LaFayette Avenue Building A, Suite 604 Fayetteville, GA 30214 |
| Proposal Opening Date and Time | July 7, 2026 @ 11:00 AM |
| Proposal Opening Location | LaFayette Education Center, Building A |
| Award Date: | July 14, 2026 |
| Start date and end date of proposal | July 15, 2026, through June 30, 2027 |
| AWARDED TO: | |

Proposal Identification

| PROPOSAL FOR | NAME OF PRODUCT/SERVICE | LABEL ENVELOPE AS FOLLOWS: |
|--------------------------|----------------------------|----------------------------------|
| X | RFP PRODUCE | “RFP PRODUCE” |
| <input type="checkbox"/> | Uniforms | “RFP UNIFORMS” |
| <input type="checkbox"/> | Computers or Software | “RFP COMPUTERS or SOFTWARE” |
| <input type="checkbox"/> | Cafeteria Décor | “RFP CAFETERIA DECOR” |
| <input type="checkbox"/> | Cafeteria Furniture | “RFP CAFETERIA FURNITURE” |
| <input type="checkbox"/> | Food Safety and Sanitation | “RFP FOOD SAFETY AND SANITATION” |

DEFINITION

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

CFR: Code of Federal Regulations

CN: Child Nutrition

Contract Documents: Consist of the Agreement between the SFA and the Proposer, 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.

Cost Reimbursable Contract: A formal, legally enforceable contract that reimburses the awarded Proposer for costs incurred under the contract but does not provide for any other payment to the awarded Proposer, with or without a fixed fee. In a cost reimbursable contract, allowable costs will be paid from the nonprofit school food service account to the awarded Proposer net of all discounts, rebates, and other applicable credits accruing to or received by the awarded Proposer.

EPA: Environmental Protection Agency

FNS: Food and Nutrition Services

F.O.B. : Freight on Board

FCSS: Fayette County School System

HACCP: Hazard Analysis Critical Control Point

NSLP: National School Lunch Program

O.C.G.A.: Official Code of Georgia Annotated

OMB: Office of Management and Budget

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

Request for Proposal (RFP): A type of solicitation document used in competitive proposal, where the primary consideration is cost, and the expectation is that competitive proposals will be received, and an acceptance (award) will be made to the responsive and responsible Proposer whose proposal is lowest in price and meets the specifications of the proposal. An RFP is a formal method of procurement that uses proposals and results in a fixed price or cost reimbursable contract with or without adjustment factors. The RFP must be publicly advertised, and proposals shall be solicited from an adequate number of known Proposers, providing them with sufficient time to respond prior to the date set for opening the proposals.

SBP - School Breakfast Program

SFA: School Food Authority

SNP: School Nutrition Program

Solicitation: A document used by the SFA 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 Proposers must fulfill and all other factors to be used in evaluating the proposals.

USDA: United States Department of Agriculture

U.S.C.: United States Code

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

TRANSMITTAL PAGE

The Fayette County Public School Food Authority (SFA), is requesting and issuing this RFP (Request for Proposal) for the School Nutrition Program (SNP) for Food Safety and Sanitation. Sealed proposals are due by the date, time and location shown on the RFP Timeline. Sealed proposals will be opened at the date, time and location shown on the RFP Timeline.

INTENT OF THIS PROPOSAL

It shall be the intent and purpose of this Request for Proposal (RFP) to establish the terms and conditions under which the successful Proposer shall supply and deliver Fresh Produce Goods, and related supplies to the School Food Authority (SFA) in accordance with the specifications, terms, and conditions contained herein.

The Fayette County School System (FCSS), hereafter referred to as the "District" or "FCSS," is seeking to establish a contract for the procurement and delivery of Fresh Produce Goods and related food service supplies for use in the National School Lunch Program, School Breakfast Program, and other Child Nutrition Programs operated by the District.

The successful Proposer shall provide weekly delivery services to approximately 23 school sites and any additional locations identified by the District. Proposers shall demonstrate the operational capability, distribution network, product availability, customer service support, and financial stability necessary to service a large K12 Child Nutrition Program.

School food authorities shall comply with the requirements of 7CFR 210.21 and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements, concerning the procurement of all goods and services with nonprofit school food service account funds. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective vendor performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statement of work, or Invitation for Bids, must be excluded from competing for such procurements. (2 CFR 200.319)

Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws, rules, or citations are automatically incorporated herein, effective as of the date specified in such law, rule and/or USDA Memo.

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 A*. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.

The SFA reserves the right to accept or reject any or all RFP's, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the SFA without restricting competition.

All procurement transactions must be conducted in a manner that provides full and open competition consistent with 2 CFR 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors or entities that develop or draft specifications, requirements, statements of work, or requests for proposals associated with this procurement shall be excluded from competing for such procurements.

CONTRACT TIME PERIOD

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 RFP Timeline. The effective date may not occur prior to the date on which the contract is July 15, 2026.

Extension Option -The contract may be extended up to three (3) months at the same proposal pricing, provided mutual agreement by both parties in written form.

Renewal Option - This contract may be renewed by mutual agreement of both parties in written form for no more than 4 additional 1-year terms based on Proposer performance.

PROPOSAL SUBMISSION PROCEDURES

The SFA is not liable for any costs incurred by Proposers prior to issuance of or entering a contract. Costs associated with developing the proposal, preparing for oral presentations (if applicable), and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the School Nutrition Program.

PROPOSER CONTACT INFORMATION

| | |
|------------------|--|
| Company Name | |
| Street Address | |
| City, State, Zip | |
| Telephone | |
| Email address | |

QUESTIONS CONCERNING PROPOSAL

Questions regarding this Request for Proposal shall be directed to:

Fayette County Board of Education
Jerome Perrien
School Nutrition Program
Building A, Suite 604
LaFayette Avenue
Fayetteville, GA 30214
schoolmeals@mail.fcboe.org

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 Proposer 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 the Request for Proposal Timeline, in order for a reply to reach all Proposers before the proposal closes and to give Proposers ample time to respond to any Addenda. Any information given to a prospective Proposer concerning an RFP, either during the pre-proposal meeting or through written inquiries, will be furnished to all prospective Proposers as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Proposers

PROPOSAL PROCESS

Proposals **must** be enclosed in an envelope and sealed. Emailed proposals are unacceptable and will only be considered for sealed proposals.

The outside of the envelope shall be clearly marked and labeled as shown on the RFP Identification Chart and include **“RFP # 2026-06-04 for Fayette County School Food Authority.** Return address on envelope should include the Proposer’s complete mailing address.

Proposals shall be mailed or delivered to

**Fayette County Board of Education
School Nutrition Program
Building A Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214**

Email submission **is not** acceptable.

Sealed proposals must be received by the SFA no later than the date and time shown on the RFP Timeline. **An Excel electronic copy (on a labeled flash drive) and paper copy of the Spec/Quote Sheet along with any alternate or required information must be included inside the proposal package.** All proposals will be stamped and documented to validate time and date of receipt.

Late proposals shall not be accepted. The SFA shall not be responsible for late receipt of proposals. Late proposals will be returned unopened to the address provided on envelope or email (if accepted).

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

RFP OPENING DATE/TIME/PLACE

RFPs will be opened at the date, time and location shown on the RFP Timeline

AWARD DETERMINATION STATEMENT

The Fayette County School System reserves the right to waive technicalities, to accept or reject any and all proposals and to waive in proposals received, to award the entire proposal to one respondent or to multiple vendors or to make awards by group or location, whichever is in the best interest of the Fayette County School System; hereafter referred to “FCSS”, except where noted for clarity.

This RFP is intended to be awarded and result in a cost reimbursable or a fixed price contract. All prices shall remain firm for the entire contract period unless otherwise noted in the Pricing and Method of Payment section.

The award of this RFP is contingent upon available budget funds and approval of the Fayette County Board of Education.

The SFA will award the contract to the lowest responsive and responsible Proposer meeting all terms, conditions, and specifications of the RFP, within approximately sixty (60) days of the opening of the proposals. Proposals received are an irrevocable offer for 60 days after the opening time and date. The SFA reserves the right, in its sole discretion, to accept or reject any, and all proposals or parts thereof.

An official letter/email of acceptance will be forwarded by the SFA to the successful Proposer after proposal selection and prior to contract award.

Upon acceptance and award of a Proposer's proposal, the contract between the Proposer and the SFA shall be drafted from (a) the RFP and addenda, (b) the selected response to the RFP by the Proposer and any attachments thereto, and (c) all written communications between the SFA and the Proposer concerning the transaction.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

EVALUATION FACTORS

Proposals will be evaluated in accordance with the required specifications as listed in this RFP. At the SFA's discretion, a proposal 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, proposals will be evaluated for the ability of the Proposer to provide, in the SFA's opinion, the best overall solution to meet the SFA's specifications.

The SFA 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 SFA.

Required references will be used in the evaluation of the proposal. Please complete *Attachment I*.

EVALUATION CRITERIA AND AWARD PROCESS

After determining a proposal satisfies the mandatory requirements stated in the RFP, the SFA shall analyze each proposal received. The SFA and a committee will evaluate the proposal and use the following rubric. SFA will use the categories listed below. **Please respond to the questions listed below.**

| Weight | Criteria |
|-----------|--|
| 40 points | Lowest Overall Purchase Price - This is not a bottom-line contract. The index price plus mark-up is the price that will be paid by Fayette County School Nutrition Program. If a proposer feels he can consistently buy an item or items below the average index price, it may be to his advantage to bid a negative mark-up cost. |
| 10 points | Ordering Capability - Orders will be submitted electronically via a website. Vendors must have the ability to service "Emergency Orders" when needed. |
| 10 points | Quality of Produce - Please provide samples of the following items to be used for quality evaluation: grape tomatoes, honeydew, cantaloupe, red, green and black grapes. watermelon, carrot sticks, celery sticks, cucumbers, strawberries, iceberg salad mix and romaine salad mix at no additional cost to the Fayette County School Nutrition Program. Samples should be delivered with the RFP. |
| 10 points | Local Purchasing / Buy American - Preference will be given to the vendor who will agree to search out and offer locally grown and produced fruits and vegetables, for use by the Fayette County School Nutrition Program. "Locally grown" means items grown/produced in Georgia and states that touch Georgia. A list by month of available items from local farms along with the farm's name and biography must be included with this proposal and available throughout the year by request. Points will also be provided to the vendor who has an SNP accessible electronic system to identify or "flag" Buy American compliant products when placing food orders. |
| 10 points | Department of Defense (DOD) Supplier - Points will be provided for the company who is a DOD supplier of fresh produce. The vendor must be registered with the C.C.R. Evidence of this should be provided with the proposal. |
| 10 points | Service History - Include five (5) recent references of service history. The letters should include company name, contact person, company address, telephone number, and email address. References shall be of similar scope, complexity, and diversity including references from school districts. Letters must bear a current (2026) date. Fayette County School Nutrition Program reserves the right to use previous service history and customer service as a basis for evaluation. |

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|-------------------|---|
| 10 points | HACCP - The Fayette County School System expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Documentation is required verifying that a written HACCP plan is in place. It will be the responsibility of the vendor to ensure that local farmers providing items to the Fayette County School Nutrition Program have a HACCP plan in place. |
| 10 points | Nutrition Education - Nutrition Program participates in the Georgia Farm to School award. The Georgia Farm to School Award is given every year to Local Educational Agencies in Georgia who work with local farmers. The Georgia Department of Education presents this award. The selected vendor must be able to provide bios of the farmers, nutrition fact sheets and in season list of items available that coincide with the nutrition information. |
| Total: 100 points | |

ADDITIONAL INSTRUCTIONS

Modifications – Original proposals cannot be modified after receipt. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Proposer to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.

Withdrawal - Proposers may withdraw proposals at any time up to the scheduled time for receipt of proposals. Proposers desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition SFA before the proposal opening deadline (date and time). Proposers may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.

Examination - It is the responsibility of each Proposer 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.

Career Day Events for Student - Vendors must be willing to send a farmer representative to attend at least two Career Day events at various schools. These visits should include literature, pictures, fresh produce snacks and should be age appropriate and at no cost to the district.

Financial Accountability - Vendors must submit a copy of their most recent financial statement.

Proposers 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 Proposer of responsibility for the

same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof in the RFP.

It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the Proposer 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 Proposer through examination of all documents or raising a question regarding requirements prior to submitting a proposal.

REJECTION OR DISQUALIFICATION OF PROPOSALS

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 initialized and dated, may be rejected as non-conforming.

The SFA reserves the right to waive a proposal's minor irregularities if rectified by the Proposer within three business days of the SFA's issuance of a written notice of such irregularities.

The SFA reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer.

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

Any Proposer who has demonstrated and documented poor performance during a current or previous agreement, within the last 3 years with the School Nutrition Program may be considered a non-responsible Proposer and their bid may be rejected. The SFA reserves the right to exercise this option as is deemed proper and/or necessary. Please provide references by using attachment I.

Evidence of Financial Capabilities

After the proposal opening, Proposers must be prepared to present suitable evidence of their financial standing within three (3) business days after a written 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 statement.

The signed and dated contract between the SFA and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

LOBBYING CERTIFICATE 2 CFR Appendix II to Part 200 (I)

A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Vendors that apply or bid 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. 2 CFR Appendix II to Part 200 (I) See and complete *Attachment D*.

DEBARMENT AND SUSPENSION VERIFICATION 2 CFR Appendix II to Part 200 (H)

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 and 2 CFR Appendix II to Part 200, Section (H).

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, subawards, 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.

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 governmentwide 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. See *Attachment E*

BUY AMERICAN STATEMENT (7 CFR Part 210.21(d))

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American) Act:7 CFR 210.21(d) 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 the 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. 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 and when considering limited exceptions to the Buy American provision-USDA Memo SP 38-2017; SP 23-2024.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of 30 day (s) in advance of delivery. The request must include:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.
 - (c) The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

Notification of non-domestic food purchases provided by the vendor is necessary to assist the SFA with ensuring that the annual cost of non-domestic food purchases acquired with School Nutrition Program funds does not exceed the caps established as applicable to the contract and optional renewals.

By signing this document, the vendor certifies that all domestically identified products listed within the response to the attached specifications were processed in the U.S. and contain over 51% of their agricultural food components, by weight or volume, from the U.S. Any response listing a non-domestic product will include a valid resource to verify that the non-domestic good is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality within the U.S.

DOMESTIC PREFERENCE FOR GOODS AND MATERIALS 2 CFR 200.322, 2 CFR Appendix II to Part 200 (L)

As appropriate and to the extent consistent with law, the recipient and/or subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy American preferences set forth in 2 CFR part 184.

TERMS AND CONDITIONS

This contract between the SFA and the Proposer shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

All contracts in excess of \$10,000 must address termination for cause and for convenience by the recipient and/or subrecipient including the manner by which it will be affected and the basis for settlement:

Termination for Cause. The SFA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SFA, upon request, with adequate assurances of future performance. The SFA shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date, outlining the reasons for the termination and specifying the remedies the SFA intends to pursue. In the event of termination for cause, the SFA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SFA for any and all rights and remedies provided by law. The Contractor may also terminate this contract under the same set of aforementioned conditions.

The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Vendor in default of its obligation under the Contract:

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;

The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

The Vendor fails to make substantial and timely progress toward performance of the Contract;

The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the 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;

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;

The Vendor has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or

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

Immediate Termination

This contract will terminate immediately and absolutely if the SFA determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the SFA's sole discretion and shall be conclusive. Following thirty (30) days' written notice, the 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 the SFA up to and including date of termination. Further, the SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

In the event the Proposer 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 SFA determines that the actions, or failure to act, of the Proposer, its agents, employees or sub Proposers have caused, or reasonably could cause, life, health or safety to be jeopardized;

The Proposer fails to comply with confidentiality laws or provisions; and/or

The Proposer furnished any statement, representation, or certification in connection with the Contract or the proposal process, which is materially false, deceptive, incorrect or incomplete.

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 the SFA to declare the Proposer in default of its obligation under the Contract:

The Proposer 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 the Contract, including, but without limitation, the express warranties made by the Proposer;

The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

The Proposer fails to make substantial and timely progress toward performance of the Contract;

The Proposer becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws;

The Proposer terminates or suspends its business; or the SFA reasonably believes that the Proposer has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

The Proposer has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

The Proposer has engaged in conduct that has or may expose the SFA to liability, as determined in the SFA's sole discretion and/or

The Proposer has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.

Notice of Default- If there is a default event caused by the Proposer; the SFA shall provide written notice to the Proposer requesting the breach or noncompliance be remedied within the time-period specified in the SFA's written notice to the Proposer. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA 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 Proposer, and/or,

Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

Termination Due to Change in Law- The SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the Proposer as a result of the following:

The SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the SFA; and/or

The SFA's duties are substantially modified.

Payment Limitation in Event of Termination- In the event of termination of the Contract for any reason the SFA shall pay only those amounts, if any, due and owing to the Proposer for goods and services actually rendered up to and including the date of termination of the Contract and for which the 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 Proposer's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the Proposer in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

The Proposer's Termination Duties- Upon receipt of notice of termination or upon request of the SFA, the Proposer 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 there from, and any other matters the SFA may require;

Immediately cease using and return to the SFA, any personal property or materials whether tangible or intangible, provided by the SFA to the Proposer;

Comply with the SFA's instructions for the timely transfer of any active files and work product by the Proposer under the Contract;

Cooperate in good faith with the SFA, its employees, agents, and Proposers during the transition period between the notification of termination and the substitution of any replacement Proposer; and

Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Proposer.

Understand that all supplemental contracts, purchase orders, and/or orders for goods or services issued by the SFA and accepted by the vendor shall survive the expiration or termination of this contract.

HUB (Historically Underutilized Business) STATEMENT

It is the intent of the 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 and labor surplus area firm sources will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, proposals, or noncompetitive procurement (2 CFR 200.321).

Positive efforts include:

Placing qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists

Assuring that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms

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

Requiring the prime Proposer, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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.

(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.")

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).

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. Proposer 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. Proposer will immediately notify the School Food Authority of the receipt of any communication indicating that any of Proposer'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 subgrants 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).

RECORD RETENTION AND ACCESS CLAUSE

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

RFP PROTEST PROCEDURES

Any protest shall be in writing and shall be delivered to the SFA designated Protest official, Kokeeta Wilder, 205 LaFayette Avenue Fayetteville, Georgia 30214. 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.

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

The SFA shall in all instances disclose information regarding protests to the State Agency.

NON-COLLUSION STATEMENT

"I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that a collusive proposal is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to a proposal by all conditions of this proposal and certify that I am authorized to sign this proposal for the Proposer 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 G**

CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses SFA funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the SFA shall participate in selection or in award or administration of a contract supported by the SFA 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 Proposers or parties to sub-agreements; and the purchase of any food or service from a Proposer 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 a proposal by the above state 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 Director. The 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.

DUTY TO EXAMINE

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

EXCEPTIONS TO TERMS AND CONDITIONS

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

VELOCITY REPORT

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

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

Proposer 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

INTERNAL CONTROLS 2 CFR 200.303

Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

HACCP REQUIREMENTS

The SFA expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential Proposers and their manufacturers. Prior to awarding the contract, the SFA may require documentation verifying that a written HACCP plan is followed. The successful Proposer(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 Proposer(s) staff in the event of a food/USDA Hold/Recall. public notification capability on websites to provide updates on food/USDA Hold and Recall data for customers.

Proposer(s) shall provide the ability to the District of conducting a mock recall for product once per year. Proposer(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

PROPRIETARY INFORMATION

If a Proposer submits any document with the proposal that is considered to be proprietary in nature or is considered to be a trade secret, the Proposer shall notify the school district that the documents are included in the proposal. The school district will honor the request unless or until a competing Proposer asks to have access to the information. In such case, the school district will notify the affected Proposer that a challenge has been made. If the affected Proposer 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 school district shall not be held liable.

TRADE NAME, LABELS, AND OTHER REQUESTS)

All items shall be properly labeled. No private labels will be accepted on commercial products.

FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS

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

- a) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive separate from the bid and marked "NUTRITIONAL INFORMATION." Or website access must be provided, complete with login information and web address for access with bid documents.
- a) In the event of loss of state or federal funds due to Bidder(s) failure to meet CN Label/Product Analysis requirements, the Bidder(s) shall reimburse losses to SFA.

PRICING INFORMATION and METHOD OF PAYMENT

PRICE ADJUSTMENTS FOR FRESH PRODUCE

Due to the fluctuating nature of the fresh produce market, prices submitted in response to this solicitation shall be based on current market conditions and are subject to adjustment during the contract period. The successful vendor shall provide firm pricing for the initial pricing period specified in the solicitation. Thereafter, price adjustments may be requested based solely on documented changes in market conditions.

Any request for a price increase or decrease must be submitted in writing to the School Nutrition Program Director at least thirty (30) days prior to the proposed effective date. Requests must include supporting documentation from a

recognized third party market reporting source, such as:

- USDA Agricultural Marketing Service (AMS) Market News Reports
- USDA Fruit and Vegetable Market Reports
- Terminal Market Reports
- Other industry recognized market reporting services approved by the SFA

Documentation shall clearly identify the product, current contracted price, proposed adjusted price, market reference used, and the calculation supporting the adjustment.

Price adjustments shall be limited to the actual documented change in market conditions and shall apply equally to price increases and price decreases. Vendors are required to pass through any market driven decreases in pricing in the same manner as market driven increases.

The SFA reserves the right to review all requested adjustments and may accept, reject, or negotiate any proposed price change. No price adjustment shall become effective without written approval from the SFA.

If market conditions result in substantial price increases that the SFA determines to be unreasonable or not adequately supported by market documentation, the SFA reserves the right to procure the affected product(s) from an alternate source in accordance with federal, state, and local procurement regulations.

All bid prices and adjusted prices shall include all costs associated with ordering, handling, packing, delivery, and transportation to the schools and facilities identified in this solicitation. Separate fuel surcharges, delivery fees, or other ancillary charges shall not be added to invoices unless specifically authorized in this solicitation.

Prices shall not include Federal Excise Tax or State Sales Tax.

METHOD OF SHIPMENT/ORDERS & DELIVERY INFORMATION

The SFA shall make payment within forty five (45) days of receipt of a proper invoice for goods received, inspected, and accepted. Advance billings are not permitted. When partial deliveries are made, invoices may be submitted for the delivered portion, and payment will be made within forty five thirty (45) days under the same terms and conditions.

Invoicing Invoices, at minimum, shall consist of the following information:

Delivery location and date of delivery
Item description and cost
Extended cost for total quantity purchased
Total cost of all products purchased
Signature of acceptance

Monthly statements will be broken down by school invoice and mailed to:

Fayette County Public Schools
School Nutrition Program
Building A, Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214

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. 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.

Credit: 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 and date.

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

In an emergency situation in which the SFA requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the SFA has the option to purchase those goods from another source with no penalty to either party.

The SFA may have an occasional opportunity to purchase a limited amount of local fresh produce and reserves the right to do so for special occasions (such as Farm to School, Harvest of the Month, and other applicable School Nutrition educational opportunities).

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.

Delivery of product(s) must be made in a well-maintained refrigerated truck, if applicable. 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.

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 initiated and dated by the driver and school nutrition employee receiving the order.

The Three Strikes Rule: (if applicable and warranted)

After the vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the SFA will call the 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.

After the 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. 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.

EVALUATION FACTORS

Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the SFA's discretion, a bid 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, bids will be evaluated for the ability of the Bidder to provide, in the SFA's opinion, the best overall solution to meet the SFA's specifications.

The SFA reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line-item basis in any combination that best serves the interest of the SFA.

FARM TO SCHOOL The Fayette County Schools Nutrition Program will give preference to the Vendor who will agree to search for and offer locally grown and produced fruits and vegetables. "Locally Grown" means items grown/produced in the state of Georgia and states that touch Georgia. The Vendor is required to ensure that all participating local farmers have a HACCP Food Safety Plan in place prior to the purchase of products. Vendor will supply a list of items available monthly from local Georgia farmers and agree to deliver those seasonal products to our schools using the current proposal price for those items. The successful respondent must supply a list of local farmers at the time of submission to include products by the month that the product will be available

DOD VENDOR Vendor will preferably be DOD approved and must be registered with the C.C.R. Evidence of this should be provided with the proposal.

Emergency orders - In an emergency situation in which the Proposer cannot provide the supplies within the emergency delivery period, the SFA has the option to purchase those supplies from another source with no penalty to either party.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

ASSIGNMENT

The Proposer 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.

INDEPENDENT PROPOSER AND INDEMNITY

The Proposer shall act as an independent Proposer and not as an employee of the School Nutrition Program. Proposer 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 Proposer, its sub Proposers 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.

TIME OF PERFORMANCE

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Proposer shall be prepared, upon written notice of proposal award, to commence delivery of goods pursuant to the award as indicated on the RFP Timeline as the Start Date and End Date of the proposal.

The Proposer must comply with the time of performance.

FORCE MAJEURE

If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Proposer’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 Proposer for work already completed by the Proposer and the Proposer’s warranty for work already completed.

EVIDENCE OF INSURANCE

The successful Proposer, 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 coverage:

| Coverage | Limits of Liability |
|--------------------------------------|---|
| Workmen’s Compensation | Statutory Limits Employers’ Liability with \$500,000 combined single limits |
| 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 \$2,000,000 annual aggregate |
| Bodily Injury | \$1,000,000 each occurrence \$2,000,000 aggregate |

Prior to commencement of performance of this Agreement, Proposer shall furnish to the SFA a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Fayette 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 School Nutrition Program. Such certificate shall be issued to Fayette County Board of Education, School Nutrition Program. 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 Proposer, whichever shall occur later.

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 Proposer takes exception to such provisions. To take exception to a provision of this RFP, the Proposer must clearly identify in the Proposal Exception form: (a) the number and title of each section of this RFP that the Proposer takes exception to; (b) the specific sentence within such section that the Proposer takes exception to; and (c) any alternate provision proposed by the Proposer. **See Attachment F**

WARRANTY

Successful Proposer 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, a successful Proposer shall replace any damaged or inferior product in a timely manner to minimize the disruption of the School Nutrition Program's operations.

GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are 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.

SAMPLES:

The SFA reserves the right to request samples of any/all items indicated on the proposal schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the Proposer to incur all costs associated with the request of samples. Each sample is to be labeled with the Proposer's name, the item number as indicated on the Spec. Sheets, and the proposal number. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

CONFLICT OF INTEREST

Proposer shall certify that this proposer's response is impartial, at arm's length, and free of any conflict of interest, unfair advantage, or personal benefit to any School Nutrition official and that no Fayette County employee or board member does not own any portion of a proposer's company so that there is not any conflict of interest.

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.

WAIVER AND REJECTION 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.

RELEASE FROM CONTRACT

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

FOOD RECALLS AND BIOSECURITY

Vendors 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. Vendors 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 Vendors will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendors will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

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. The SFA will provide the vendor with a contact person and a backup person’s contact information by completing the chart below. Food recall procedures can be found in 7 CFR 250.

Food Recall Contact Information:

| | |
|---------------------------------------|------------------------------|
| Company (Vendor) Name | |
| Contact Name | |
| Phone Number(s) | |
| E-mail address | |
| | |
| Back-Up Contact Name | |
| Phone Number(s) | |
| E-mail address | |
| | |
| School System Name | Fayette County School System |
| School Nutrition Contact Name | Kokeeta S. Wilder |
| Phone Number(s) | 770-460-3535 Ext. 1060 |
| E-mail address | schoolmeals@fcboe.org |
| | |
| Back-Up School Nutrition Contact Name | Jerome Perrien |
| Phone Number(s) | 770-460-3535 Ext. 1060 |
| E-mail address | perrien.jerome@fcboe.org |

BIOSECURITY

Vendors 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. Vendors will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

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 Proposer 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, materials, or articles.

DAVIS BACON ACT (for construction contracts in excess of \$2,000) (if applicable) [Appendix II to 2 CFR 200(d)]

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, Proposers 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, Proposers 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, "Proposers and Sub Proposers 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 Proposer 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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable) [Appendix II to 2 CFR 200(f)]

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.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323) (if applicable)

An SFA and its [Proposers](#) 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. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR 200.2016, 2 CFR Appendix II to Part 200 (K)) (if applicable)

Contractors and subcontractors are prohibited from using federal funds to enter into, extend or renew contracts for covered equipment, services, or systems that use covered telecommunications as a substantial or essential component of any system or critical technology as part of any system.

CIVIL RIGHTS STATEMENT AND ASSURANCE

The Fayette County School Nutrition 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 Fayette County Public Schools 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 Fayette County Public Schools 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 Fayette County Public Schools

Signature: _____

Printed Name: _____ Title: _____

ATTACHMENT A

Specifications & Quote Sheet Proposal

The Fayette County School System, with this document, hereby requests a proposal from qualified companies to provide and deliver a variety of food products and some supplies, including main entrees, grains, fruits, vegetables and staple items. Delivery will be made to 23 schools and the Central Office in Fayette County at a fixed price for the specified contract period. Proposal should also include Cold Storage & Delivery of USDA Commodity products at fixed rate for the specified contract period. Estimated annual case count of USDA commodity products will be approximately 5,000 cases.

The Fayette County School System reserves the right to waive technicalities, to accept or reject any and all proposals and to waive in proposals received, to award the entire proposal to one respondent or to multiple vendors or to make awards by group or location, whichever is in the best interest of the Fayette County School System; hereafter referred to "FCSS", except where noted for clarity.

DEFINITIONS (if applicable):

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

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

| | |
|---------------------------|--|
| IMPLEMENTATION | All products should be ready for order by July 15, 2026. |
| GUARANTEE | The successful vendor must guarantee that the awarded items listed in the bid are the exact items delivered to schools throughout the duration of the contract. Any unauthorized product substitutions without prior approval and notification to the School Food Authority (SFA) may result in immediate termination of the contract. |
| FREQUENT SHORTAGES | The successful vendor must make every effort to prevent frequent product shortages. In the event of a potential shortage, the vendor must notify the SFA immediately and provide preapproved substitute items for review and approval prior to delivery. |

| | |
|--|--|
| <p style="text-align: center;">PACKAGING</p> | <p>All products shall be delivered in standard commercial packaging suitable for safe transport and storage. Products must be packaged in a manner that allows individual school employees to properly handle and distribute items upon receipt. Deliveries shall be made to each school listed on Attachment C. Packages that are dirty, damaged, crushed, torn, leaking, or otherwise compromised will be rejected at the time of delivery.</p> |
| <p style="text-align: center;">PRICES</p> | <p>Due to the fluctuating nature of the fresh produce market, prices submitted in response to this solicitation shall be based on current market conditions and are subject to adjustment during the contract period. The successful vendor shall provide firm pricing for the initial pricing period specified in the solicitation. Thereafter, price adjustments may be requested based solely on documented changes in market conditions.</p> |
| <p style="text-align: center;">DELIVERIES:</p> | <p>All deliveries must be made Monday- Friday between the hours of 7:00 AM and 2:00 PM unless otherwise approved by Fayette County School Nutrition. The preferred delivery date is Wednesday.</p> |
| <p style="text-align: center;">ORDERS</p> | <p>All weekly orders must be processed through Heartland's MOSAIC ordering platform. Vendors must demonstrate the ability to integrate and fulfill orders through the platform efficiently and accurately.</p> |
| <p style="text-align: center;">BILLING AND PAYMENT</p> | <p>All pricing must include delivery, transportation, handling, and packaging charges to Fayette County Schools. Invoices must clearly reflect quantities ordered, unit pricing, and total costs. Billing must be separated by individual school locations and submitted to the School Nutrition Program Central Office for payment processing. The SFA must also have the ability to separate commodity (DOD) products from purchased products on invoices. Vendors must agree to no additional delivery fees or storage fees for purchased or commodity items.</p> |
| <p style="text-align: center;">ITEM ADDITIONS AND DELETIONS</p> | <p>Fayette County School Nutrition reserves the right to add or delete items and negotiate pricing for new products with the awarded vendor at any time during the contract period.</p> |
| <p style="text-align: center;">DEFAULT</p> | <p>Failure by the vendor to comply with the specifications, conditions, delivery requirements, or instructions outlined by Fayette County School Nutrition may constitute default of the contract. Deliveries made without approval or not meeting contract requirements may result in cancellation of the contract and removal from future bid opportunities with Fayette County School Nutrition for a period of up to two (2) years.</p> |

PRODUCT SPECIFICATIONS

Specifications & Quote Sheet

- Failure to deliver any items according to the specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the Vendor's list.
- If there is an error in the description of specifications contained in this RFP, the School Nutrition Program reserves the right to notify each of the Vendors separate from the RFP of such modifications. In the case of an error in the specifications or the description, the School Nutrition Program further reserves the right to cancel the RFP and rebid.
- No guarantee is given as to the total quantity or dollar value of this bid. Estimated quantities listed on the attached pricing schedules are an approximate amount. The quantities may change as needs change within the Fayette County School Nutrition Program. In some cases, there may be under or overestimated quantities of the amount of items to be purchased. Estimates are not a commitment to purchase the amount originally specified.
- In case of an error or discrepancy in the mathematics of the bid price, the unit price shall prevail.
- In the event that cash discounts are offered by the Bidder, the discount date shall begin with the date of the invoice or the date of receipt of material covered by the order/contract whichever is the later date
- Orders will be delivered to each school as well as the Central Office. School addresses can be found on Attachment C.
- If requested, the Vendor should provide samples of the item prior to bid opening.
- All items should be priced separately. A vendor invoice must accompany all deliveries.
- The invoice must be broken down per school. The vendor must be willing to send invoices by individual schools to the School Nutrition Program Central Office for payment.
- The Vendor should have the ability to communicate via email.
- The company representative is responsible for placing and maintaining any detailed orders with manufacturers in order to satisfy the requirements of the Request For Bid.
- Products that fail to meet the requirements of these specifications or are found to be inferior shall be returned to the awarded contractor at their expense for a replacement.
- The School Nutrition Program reserves the right to add additional items from the awarded Contractor product line and negotiate mutually agreeable pricing with the awarded Contractor for these items by addendum.
- Successful Bidder shall not assign any part or whole of this bid to another party, subcontractor, or company, nor shall they assign money due, without the previous written consent of the Fayette County School Nutrition Program.
- While the Fayette County School Nutrition Program is the main contract holder, we reserve the right to allow other departments/schools to order from this bid on an as needed basis.
- Please refer to individual specifications for clarification. All products furnished must meet or exceed specifications as listed.
- If an item that is selected is discontinued, the School Nutrition Program must agree upon the replacement product. The replacement product should be provided at the same pricing as the discontinued product. Samples may be requested at no additional cost to the School Nutrition Program.

- Orders should be received weekly.
- 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 conditions of the contract and that the SNP in accepting any bid or portion thereof, contracts only and agrees to purchase only products in such quantities as it subsequently orders.

PRODUCT SPECIFICATIONS

See Attachment: Produce Specification Bid Sheet & Quote Sheet

**ATTACHMENT B
PROPOSAL FORM**

Notice to Proposers: _____

It is essential that the submitted Proposal complies with all the requirements contained in this RFP. The undersigned Proposer agrees, if this proposal is accepted, to enter into an agreement with the SFA to perform and furnish all products as specified or indicated in the contract documents.

This Proposal is submitted to:
Fayette County Board of Education
School Nutrition Program
Building A, Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214

This Proposal is submitted on this date: _____
(MM/DD/YYYY)

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

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

Fayette County Public Schools
School Nutrition
Building A, 604
205 LaFayette Avenue, Suite 604
Fayetteville, GA 32014
schoolmeals@fcboe.org

Receipt of Addenda: (if applicable)

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

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Proposer:

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

- Lobbying Certificate Specifications Debarment Status Form Anti-Collusion Affidavit
 Proposer Proposal Form Contract Signature Page Proposal Exception Form References

Proposal Pricing

Unless items are specifically excluded in the Proposal, the SFA shall deem the Proposal to be complete and shall not

be charged any costs above and beyond the amount as set forth by the Proposer herein.

Total Proposal Price: \$ _____

Company Type (check one):

Sole Proprietorship GPO Corporation Joint Venture LLC

Proposer attests that:

They have thoroughly reviewed this RFP and that this response is submitted in accordance with the RFP requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**: _____

Signatory's Name: _____

Signatory's Title: _____

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

Witness's Signature**: _____

Witness's Name: _____

Witness's Title: _____

**For Corporations: The proposal must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

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

**ATTACHMENT C
DELIVERY SITE(S)**

Fayette County Schools Nutrition Program - All items will be delivered to the following Sites

| | | |
|---|--|---|
| <p>BENNETT'S MILL MIDDLE SCHOOL 210 Lester Road Fayetteville, GA 30214 PHONE: 770-716-3982 FAX: 770-716-3983 GRADES: 6-8 David Hudson</p> | <p>KEDRON ELEMENTARY 200 Kedron Drive Peachtree City, GA 30269 PHONE: 770-486-2700 FAX: 770-486-2707 GRADES: K-5 Heather Hampton</p> | <p>SARA HARP MINTER ELEMENTARY 1650 Hwy. 85 South Fayetteville, GA 30215 PHONE: 770-716-3910 FAX: 770-716-3914 GRADES: K-5 Vacant</p> |
| <p>BRAELINN ELEMENTARY 975 Robinson Road Peachtree City, GA 30269 PHONE: 770-631-5410 FAX: 770-631-5430 GRADES: K-5 Vacant</p> | <p>MCINTOSH HIGH 201 Walt Banks Road Peachtree City, GA 30269 PHONE: 770-631-3232 FAX: 770-631-3278 GRADES: 9-12 Stephanie McClendon</p> | <p>SPRING HILL ELEMENTARY 100 Bradford Square Fayetteville, GA 30214 PHONE: 770-460-3432 FAX: 770-460-3433 GRADES: K-5 Michele Cleghorn</p> |
| <p>CLEVELAND ELEMENTARY 190 Lester Road Fayetteville, Ga. 30215 PHONE: 770-716-3905 FAX: 770-716-3909 GRADES: K-5 Gail Standifer</p> | <p>NORTH FAYETTE ELEMENTARY 609 Kenwood Road Fayetteville, GA 30214 PHONE: 770-460-3570 FAX: 770-460-3581 GRADES: Pre-K-5 Tammie Pierre-Louis</p> | <p>WHITEWATER MIDDLE 1533 Highway 85-South Fayetteville, GA 30215 PHONE: 770-460-3450 FAX: 770-460-0362 GRADES: 6-8 Janice Garner</p> |
| <p>CRABAPPLE LANE ELEMENTARY 450 Crabapple Lane Peachtree City, GA 30269 PHONE: 770-487-5425 FAX: 770-487-6590 GRADES: PRE-K-5 Gerald Joseph</p> | <p>OAK GROVE ELEMENTARY 200 Log House Road Peachtree City, GA 30269 PHONE: 770-631-3260 FAX: 770-631-5431 GRADES: Pre-K-5 Lori Duncan</p> | <p>WHITEWATER HIGH 100 Wildcat Way Fayetteville, GA 30215 PHONE: 770-716-3905 FAX: 770-716-3973 GRADES: 9-12 Lakesha Mitchell</p> |
| <p>FAYETTE COUNTY HIGH 1 Tiger Trail Fayetteville, GA 30214 PHONE: 770-460-3540 FAX: 770-460-3410 GRADES: 9-12 Vickie Lindstrom</p> | <p>PEACHTREE CITY ELEMENTARY 201 Wisdom Road Peachtree City, GA 30269 PHONE: 770-631-3250 FAX: 770-631-3249 GRADES: Pre-K-5 Jeri Drake</p> | <p>J. C. BOOTH MIDDLE 250 Stagecoach Road Peachtree City, GA 30269 PHONE: 770-631-3240 FAX: 770-631-3245 GRADES: 6-8 Marcus Jones</p> |
| <p>FLAT ROCK MIDDLE 325 Jenkins Road Tyrone, GA 30290 PHONE: 770-969-2830 FAX: 770-969-2835 GRADES: 6-8 Deva Burk</p> | <p>PEEPLER ELEMENTARY SCHOOL 153 Panther Path Fayetteville, GA 30215 PHONE: 770-486-2734 FAX: 770-486-2731 GRADES: K-5 Emily Morris</p> | <p>Alternative/Open Campus 450 Grady Avenue Fayetteville, GA 30214 PHONE: 770-460-3551, X 226 FAX: 770+460-3905 Vickie Lindstrom</p> |
| <p>FAYETTEVILLE ELEMENTARY 490 Hood Avenue Fayetteville, GA 30214 PHONE: 770-460-3560 FAX: 770-460-3402 GRADES: Pre-K-5 Vacant</p> | <p>STARR'S MILL HIGH/ RISING STARR MIDDLE 193 Panther Path Fayetteville, GA 30215 PHONE: 770-486-2710 FAX: 770-486-2716 GRADES: 9-12 GRADES: 6-8 Maureen Hankey</p> | |
| <p>HUDDLESTON ELEMENTARY 200 McIntosh Trail Peachtree City, GA 30269 PHONE: 770-631-3255 FAX: 770-631-3252 GRADES: K-5 Patricia Carabajal</p> | <p>ROBERT J. BURCH ELEMENTARY 330 Jenkins Road Tyrone, GA 30290 PHONE: 770-969-2820 FAX: 770-969-2824 GRADE: Pre-K-5 Cherl Vandergriff</p> | |
| <p>INMAN ELEMENTARY 677 Inman Road Fayetteville, GA 30214 PHONE: 770-460-3565 FAX: 770-460-3563 GRADES: PRE-K -5 Brenda Strickland</p> | <p>SANDY CREEK HIGH 360 Jenkins Road Tyrone, GA 30290 PHONE: 770-969-2840 FAX: 770-969-2838 GRADE: 9-12 Maureen Harben</p> | |

ATTACHMENT D

LOBBYING CERTIFICATION DISCLOSURE

**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



AD-1047 Attachment E OMB No. 0505-0027 Expiration Date: 09/30/2025
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
 4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| | |
|--|---------------------------------|
| ORGANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) | |
| SIGNATURE | DATE |

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). Remedies and complaint filing deadlines vary by program or incident. 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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination 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. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

ATTACHMENT F
PROPOSAL EXCEPTION FORM

| | | |
|---|---|---|
| Proposer Name: | REQUEST FOR PROPOSAL (RFP) for: School System: Type: | Date of Submittal: |
| Number and Title of each section of RFP that Proposer 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 Proposer | <u>Alternate:</u> | <u>Alternate:</u> |

Proposer's Signature: _____

Proposer's Printed Name: _____

ATTACHMENT G
ANTI-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY/CITY OF: _____

_____, of lawful age, being first sworn on oath say, that they are the agent authorized by the Proposer to submit the attached proposal. Affiant further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from offering; 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 Proposer 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 contract pursuant to this proposal.

Signed

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

Notary Public (or Clerk or Judge) _____

My commission expires: _____(MM/DD/YYYY)

ATTACHMENT H

**E-VERIFY
PROPOSER AFFIDAVIT**

By executing this affidavit, the undersigned Proposer 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 Fayette County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Proposer will continue to use the federal work authorization program throughout the contract period and the undersigned Proposer will contract for the physical performance of services in satisfaction of such contract only with sub Proposers who present an affidavit to the Proposer with the information required by O.C.G.A. § 13-10-91(b). Proposer 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 Proposer

Fayette County 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 I

Proposer Reference Form

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

| Company Name: | | Solicitation #: | | |
|---------------------------------------|----------------|--------------------------------------|-----------------------|----------------------------------|
| Business or School System Name | Address | Contact Name and Phone Number | E-mail Address | Dates of Service To/From: |
| | | | | |
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Reference Questions are included as a part of the evaluations process. Inability to contact references will result in the failure to earn points for this portion of scoring during the evaluation process.

VENDOR CONTRACT SIGNATURE PAGE
(signed and dated AFTER contract award)

This agreement is dated as of _____(MM/DD/YYYY) by and between the Fayette County Nutrition Program (SFA) and _____, hereinafter called Vendor.

The Fayette County Nutrition Program and Vendor in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

Vendor shall provide all food safety and sanitation as specified or indicated in the Contract Documents. Vendor shall supply and deliver food safety and sanitation to the Fayette County Nutrition Program, 23 school(s) as designated, if applicable to this solicitation.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

The Fayette County Nutrition Program shall pay Vendor for delivery of specified goods in accordance with the Vendor's proposal, which is attached hereto. The Fayette County Nutrition Program shall pay Vendor net 30 days from date of delivery unless other terms of payment are agreed upon in writing.

ARTICLE 4. INVOICE PROCEDURES

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

Fayette County Public Schools
School Nutrition Program
Building A, Suite 604
205 LaFayette Avenue
Fayetteville, GA 30214

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the SFA to enter into this Agreement, Vendor makes the following representations:

- 1.1 Vendor has examined and carefully studied the Contract Documents and all other related data identified in the Proposing Documents.
- 1.2 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 food safety and sanitation.

ARTICLE 6. CONTRACT DOCUMENTS

Upon acceptance, review, and award of a contract with the approved Vendor, a contract will be issued. The Contract Documents, which comprise the entire agreement between Fayette County Nutrition Program and Vendor concerning the work, consist of the following:

- Transmittal Page –
- Terms and Conditions
- Attachment A: Specifications & Quote Sheet
- Attachment B: Proposer Proposal Form
- Attachment C: Delivery Site(s)SFA
- Attachment D: Lobbying Certification Disclosure
- Attachment E: Debarment, Suspended and Ineligible Status
- Attachment F: Proposal Exception Form
- Attachment G: Anti-Collusion Affidavit
- Attachment H: Proposer Affidavit with E-Verify
- Attachment I: Proposer Reference Form
- Vendor Contract Signature page

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

CONTRACT SIGNATURES

IN WITNESS WHEREOF, Fayette County Nutrition Program and _____ have signed this Contract **once awarded**.

This Agreement will be effective December 10, 2025 for SY' 2025-2026

Fayette County School Nutrition Director _____ Fayette County Board of Education

_____ Signature of Board member or designee

Kokeeta S. Wilder _____ Printed Name of Board member or designee

_____ Date (MM/DD/YYYY)

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Printed Name of Company Representative

_____ Date (MM/DD/YYYY)