



Towns and Union County
Board of Education
School Nutrition Program

**INVITATION FOR BID FOR
FRESH PRODUCE and EGGS**

Issued on: February 13, 2023

Final Date for Questions: February 22, 2023

Bid Due Date: March 16, 2023

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326- W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

REQUEST FOR PROPOSAL PRODUCE AND FRESH EGGS

February 13, 2023

The Towns/Union County School Nutrition Program is accepting Produce and Fresh Eggs. This RFP is intended to result in a firm fixed price contract for the 2023/2024 school year after award with the option for 4 annual renewals available. Union and Towns County School Systems are tax-exempt.

Scope

The Towns/Union County Board of Education, School Nutrition Programs, is accepting proposals for delivery of produce and fresh eggs to all schools located in the Towns/Union County School System.

Closing Date/Time

The RFP Closing is: March 16, 2023 11:00 A.M.
(DATE) (TIME)

RFP will close on the date and time specified above; only a listing of participating vendors will be available at that time (NO PRICING WILL BE AVAILABLE).

DEFINITIONS

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

BOE – Board of Education

Contractor - The provider of the goods and/ or services under the Contract.

Contract Documents - Consist of the Agreement between the SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

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

Solicitation - A document used by the SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements, which the offers' must fulfill, and all other factors to be used in evaluating the bids or proposals.

NSLP - National School Lunch Program

SBP - School Breakfast Program

SNP – School Nutrition Program

GENERAL TERMS AND CONDITIONS/INSTRUCTIONS:

1. The vendor must have the ability to service the school district according to the contract.
2. The Towns/Union County School Nutrition Programs reserve the right to reject any or all bids. The contract will be awarded to the vendor whose offer is judged to be most advantageous to Towns/Union County School Nutrition Programs in the areas of price, frequency of delivery, local purchasing, customer service and any other factors specific to the commodity. **Price alone will not be the determining factor in this RFP.** Priority will be given to category pricing and not line item.

Category	Maximum Score
Price	50
Frequency of Deliveries	15
Local Purchasing	15
Customer Service	20

3. Proposals must be on forms furnished with this Request for Proposal. They must be submitted in a sealed envelope marked with your company name and RFP clearly marked on the outside of the envelope. Please allow ample time for delivery. **Proposals received late will not be considered for award.**
4. Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal may be rejected by Towns/Union SNPs. Each vendor is required to furnish all information requested in the Request for Proposal.
5. The original must be received at the Union County Board of Education, Attention: Cindy Jones, 124 Hughes Street, Blairsville, Georgia, 30512, no later than time and date set forth in the Request for Proposal.
6. Responses are due by mail or hand delivery no later than the date and time set forth in this Request for Proposal.
7. Any proposal received after the designated time will be deemed late and will not be considered by the Towns/Union SNPs. Telephone or fax quotations in lieu of RFP Form will not be accepted. Towns/Union SNPs cannot be responsible for lateness of receipt due to delivery delays.
8. Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.
9. Each vendor is responsible for having knowledge and understanding of all

applicable State of Georgia Code and Federal regulations or policies pertaining to this procurement.

10. The contractor, by submission of a bid or acceptance of a contract, agrees to provide the goods and services covered under the bid without discrimination in any way against any persons or refuse employment of any person or persons due to color, religion, national origin or sex.
11. The Towns/Union County School Nutrition Programs require the distributor extend proper insurance coverage over the products received to protect against loss or damage until possession of the product takes place. The coverage shall include loss of products at the full market value should a disaster occur.
12. Quotations must be verified before submission of the bid, as it cannot be withdrawn, corrected or altered in any way after submission.
13. The Towns/Union County School Nutrition Programs may elect to terminate the order to buy for any reason or cause upon the issuance of a thirty-day written notice, without penalty or violating the rights of the successful proposal. The Towns/Union County School Nutrition Programs reserve the right to renew or extend this contract or any portion thereof, for up to four twelve month periods, upon mutual agreement.
14. The Towns/Union School Nutrition Program will consider individual product price changes as part of an extension contract. Product price changes may not exceed the U.S, Department of Labor Bureau of Labor statistics Southeast LS region not seasonally adjusted consumer price index percentage change annual average for the previous 12 months
15. All communications concerning this RFP must be submitted **in writing** to the Union County BOE, School Nutrition Program. Email to **cijones@ucschools.org** is the preferred method of communication. Only written questions submitted via email or fax (706-745-3920) will be accepted. No response other than written, distributed by the School Nutrition Program will be binding upon Towns/Union County Boards of Education. Other departments may be called upon for clarification in their area of expertise at the discretion of the SNP. Questions must be received by February 22, 2023 through the email. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with school system employees and/or contracted agents related to this RFP for any reason. Violation of this provision may result in rejection of the response.
16. Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. Towns/Union SNPs shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Request for Proposal. If Towns/Union SNPs determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.

17. A vendor's failure to deliver any items/services according to specifications set forth in the RFP may result in cancellation of the purchase and permanent removal from the vendor's list. If any items do not meet these specifications, the items will be picked up at the vendor's expense and removed from Towns/Union BOE properties at the sole cost of the vendor.
18. The Towns/Union SNPs reserves the right to accept or reject any or all offers, or to accept any part of an offer without accepting the whole thereof, or to accept such an offer as they deem to be in the best interest of the Towns/Union SNPs.
19. Before performing any work on the awarded contract, the successful vendor shall procure and maintain, during the life of said contract, insurance coverage. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia. Proof of insurance must be provided at the request of Towns/Union County School Systems at any point of the evaluation process before the RFP is awarded and during the life of the contract. Insurance may include but is not limited to: Workers Compensation, General Liability and Automobile Liability.

LAWS

This contract between Towns/Union Boards of Education, School Nutrition and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

All edible grocery products furnished to the Towns/Union County Boards of Education shall comply with the latest standards and regulations established by Federal Laws, including the Federal Food, Drug and Cosmetic Act and the United States Department of Agriculture for the grade specified; except for canned fish items which shall comply with the dates standards and regulations established by Federal Laws, including Federal Food, Drug, and Cosmetic Act and the United States Department of the Interior.

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

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

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

Contract Term and Renewal: The Contract between Towns/Union County Board of Education and the Contractor shall begin and end on the dates specified in the Request for Proposal unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Towns/Union SNPs shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Stand Contract on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the SFA, funding and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment.

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

and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

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

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

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

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

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the School Food Authority's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The School Food Authority determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or Towns/Union County Boards of Education law or State law to the extent

allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the School Food Authority reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) The Contractor has failed to comply with applicable federal, Towns/Union County Boards of Education and State laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the School Food Authority or the Towns/Union County Boards of Education to liability, as determined in the School Food Authority's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the Towns/Union County Boards of Education, or a third party.

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

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

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

e. **Termination Due to Change in Law.** The School Food Authority shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the Contractor as a result of any of the following:

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

f. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the School Food Authority, the School Food Authority shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including

the date of termination of the Contract and for which the School Food Authority is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. These provisions in no way limit the remedies available to the School Food Authority under the Contract in the event of termination. The School Food Authority shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

g. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the School Food Authority, the Contractor shall:

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

Hub Statement: It is the intent of the Towns/Union County Boards of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. (7CFR3016.36(e)).

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

Civil Rights: In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room

326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)720-5964 (voice and TDD) USDA is an equal opportunity provider and employer.

Equal Employment Opportunity: In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of 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.

Energy and Conservation Act: 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 64-163, 89 Stat.871).

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

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

Protest Procedures: Any protest arising from this solicitation and award shall be made in writing and shall be delivered to the Union County School Superintendent, as the acting protest official of the SFA at 124 Hughes Street, Blairsville, Georgia, 30512. The protest shall be filed no later than ten (10) days from the award notice and shall include:

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

The Union County Board of Education shall in all instances disclose information regarding protests to State Agency. A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

Award: The Towns/Union School Nutrition Programs reserve the right to reject any or all bids. The contract will be awarded to the vendor whose offer is judged to be most advantageous to Towns/Union County School Nutrition Programs in the areas of price, frequency of delivery, service capability, local purchasing and any other factors specific to the commodity. **Price alone will not be the determining factor in this RFP.**

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

Contractor must comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs– 7 CFR Part 3015 to CFR parts 3016 and 3019.

Copyrights and Patents: 48 CFR-Chapter1-Subchapter H-Part 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.

- a) The Contractor shall report to the SFA promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, which requested the Contracting officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information all be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- c) The contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

Patent Indemnity 52.227-3:

- a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C.181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

- b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulation to participate in its defense. Further, this indemnity shall not apply to—
1. An infringement resulting from compliance with specific written instructions of the Contracting officer directing a change in the supplies to be delivered or in the materials of equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor.
 2. An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or
 3. A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

Originality and Title to Concepts, Material, and Goods Produced: The contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State/SFA pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interest, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the SFA's use of same and the exercise by the SFA of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

CERTIFICATION AND DISCLOSURE

Title 7: Agriculture

[PART 3018—NEW RESTRICTIONS ON LOBBYING](#) [Subpart F—Agency Reports](#)

Appendix A to Part 3018—Certification Regarding Lobbying

Certification for 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 an 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Statement of Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix B to Part 3018—Disclosure Form To Report Lobbying

Forms may be downloaded from the link to Code of Federal Regulations below OR, they have been attached to the bid for your convenience. Forms must be submitted with the bid.

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=80047a9f2575514a4566c18837dd9cba&c=ecfr&tpl=/ecfrbrowse/Title07/7tab_02.tpl

UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

SPECIAL TERMS AND CONDITIONS

PURPOSE AND OBJECTIVE- The Towns/Union County Board of Education, School Nutrition Programs, are accepting proposals for delivery of produce and fresh eggs to all schools Towns/Union County School Systems.

1. QUANTITY:

- a. The estimated quantities of items specified herein are based upon the best information obtainable and represent the estimated and not the actual amounts, which may be required during the contract period. The fact that specific quantities cannot be determined will not relieve the above named Board of Education of their obligation to order from the successful bidder, all produce and fresh eggs which, in judgment of the School Nutrition Director may be needed, and shall not in any case relieve the successful vendor of its obligation to fill all orders which may be required during the contract period.
- b. Estimated quantities which are not ordered prior to expiration of the period specified, or termination of the contract, shall stand automatically canceled.
- c. The projected quantities to be used by the Towns/Union County School Nutrition Programs are shown on the attached Price Sheet.

2. ORDERS:

- a. A designated SNP employee shall place orders weekly based on needs to be conveyed as agreed up on by individual districts.
- b. Weekly deliveries must contain quantities of each type of items ordered.
- c. No personal orders can be taken and/or delivered.
- d. Empty cases must be removed each delivery day.

3. DELIVERY:

- a. Delivery shall be made to all schools, Monday or Tuesday. The district shall arrange delivery times.
- b. Holiday Deliveries: Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful vendor.
- c. Delivery schedules shall be submitted to the School Nutrition Director for prior approval and shall remain constant from delivery to delivery.
- d. Drivers shall place product delivered in the cooler or dry storage area, whichever is designated by the manager.

4. BILLING:

- a. The vendors invoice shall be left at the time of delivery and should agree with the product delivered.
- b. In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice.
- c. The credit, or debit in regards to deliveries or pickups, shall be sent to the School Nutrition Program.
- d. The credit or debit shall show the original invoice number, date, and error being corrected.
- e. Delivery tickets will not be changed due to pricing errors in over billing and will be held for payment until credits are issued. These credits should be mailed directly to the School Nutrition Program.
- f. All invoices are to clearly indicate the school name and the "account name" such as Food Service, After School Care, etc.
- g. Monthly statements shall be submitted to the School Nutrition Programs involved in this bid (see attached addresses) attention: School Nutrition Bookkeeper no later than the fifteenth of the following month.

1. PAYMENTS:

All invoices for products received for the month will be paid within 30 days of the following month.

2. TEMPERATURE:

Produce should be held and delivered according to recognized food safety HACCP standards.

3. PRODUCT REQUIREMENTS:

All fresh produce and eggs are to be first quality unless otherwise indicated below. Nutrition manager shall reject any and all product that does not meet first quality standards. Towns/Union County Boards of Education, School Nutrition Department reserves the right to conduct a cost analysis of fresh produce based on market price reports from various reporting agencies. Successful bidder may be asked to verify pricing discrepancies from an independent third party. Successful bidder is required to notify the nutrition department of all product recalls immediately via phone call or email.

8. Evaluation Scoring Criteria

The selection of a Contractor will be based on the review of several key elements in the proposals submitted. They include, but are not limited to the following criteria:

#	Description	Points Possible
1	Price	50
2	Frequency of Deliveries	15
3	Local Purchasing	15
4	Customer Service	20
	TOTAL POINTS	100

THIS CONTRACT SIGNATURE PAGE MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.

CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Produce and Fresh Eggs** to the Towns/Union County School Systems and do agree to all terms and conditions by signing this document.

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Coordinator gives authorization. In the event vendors fail to comply, they will be considered to be in breach of contract and they may be removed from the vendors' list.

Company Name

Representative's Signature (Must be signed in ink)

Address

Representative's Name (Please type or print)

City, State, and Zip Code

E-Mail Address

Date

Telephone Number and Extension

Terms (If payment terms are not indicated, will be determined to be net 30 days).

Fax Number

Signing the Contract Signature Page affirms that the original RFP document has not been altered in any way.

Upon notice of Award, this page will become the prevailing Contract Signature Page between your organization and the Towns/Union County School Systems.

Signature of this Contract Signature Page confirms that Proposer acknowledges and complies with all applicable U.S. Department of Agriculture requirements associated with the products and services in this contract.

Please initial each page of this document and submit a copy with requested product information and quote spreadsheet. Your initials will give assurance that you have read and understand the RFP.

RFP CHECKLIST

Failure to submit any item on the checklist will result in an incomplete bid submission and exclusion from bid quote analysis.

_____ Initialed pages of RFP

_____ Completed Price Sheet (Attachment A)

_____ Completed Contract Agreement

_____ Completed Vendor Questionnaire (Attachment B)

ATTACHMENT A

Produce Specifications & Price List

Specifications will replace this page.

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 BOARD/SNP IN ACCEPTING ANY PRICE OR PORTION THEREOF, CONTRACTS ONLY AND AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS.

ATTACHMENT B
VENDOR QUESTIONNAIRE

Questionnaire information will be utilized in the evaluation of this Proposal. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration.

1. How long have you been in business? _____
2. Give us background information on your company. _____

3. Have you done business with other school systems?
Yes _____ No _____
If yes, name system and volume of business _____

4. Will your company be able to delivery to each school listed in Attachment C?
Yes _____ No _____

5. Does your company purchase produce from any local farms within the Union/Towns county area? Yes _____ No _____
If yes, please list the names of the farms where you purchase produce:

6. Does your company purchase produce from a farm within a 125-mile radius of Blairsville and Hiawassee, Georgia? Yes _____ No _____
If yes, please list the farm name and miles from Blairsville and Hiawassee, Georgia:

Signature of Vendor Name of Company

Address City, State, and Zip Code

ATTACHMENT B
VENDOR QUESTIONNAIRE

Questionnaire information will be utilized in the evaluation of this Proposal. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration.

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5. Does your company purchase produce from any local farms within the Union/Towns county area? Yes _____ No _____
If yes, please list the names of the farms where you purchase produce:

6. Does your company purchase produce from a farm within a 125-mile radius of Blairsville and Hiawassee, Georgia? Yes _____ No _____
If yes, please list the farm name and miles from Blairsville and Hiawassee, Georgia:

Signature of Vendor _____ Name of Company _____

Address _____ City, State, and Zip Code _____

ATTACHMENT C

Towns/Union DELIVERY LOCATIONS

UNION COUNTY HIGH SCHOOL

Rachel McBride, Manager

372 Panther Way

Blairsville, GA 30512

706-835-4305 (Direct Line)

706-745-2322 ext 1150

DISTRICT SCHOOL NUTRITION OFFICE

124 Hughes Street

Blairsville, GA 30512

706-835-4322 (Cindy)

706-835-4309 (Samantha)

706-745-3920 (Fax)

Cindy Jones, Director

Samantha Panter, Bookkeeper

UNION COUNTY MIDDLE SCHOOL

Jessica Waters, Manager

367 Wellborn Street

Blairsville, GA 30512

706-835-4306 (Direct Line)

706-745-2322 ext 2150

UNION COUNTY ELEMENTARY SCHOOL

Joey Conley, Manager

165 Elementary Way

Blairsville, GA 30512

706-835-4307

706-745-2322 ext 3250

UNION COUNTY PRIMARY SCHOOL

April McGaha, Manager

592 School Circle

Blairsville, GA 30512

706-835-4308 (Direct Line)

706-745-2322 ext 5750

WOODY GAP SCHOOL

Sheila Green, Manager

2331 State Hwy 60

Suches, GA 30572

706-747-2401 ext 1650

TOWNS CO. CENTRAL OFFICE

67 Lakeview Circle, Ste. C

Hiawassee, Ga 30546

Becky Mullins, Nutrition Director

Diane Adams, Bookkeeper

706-994-3410

Delivery:

1400 US Hwy 76 E

Hiawassee, GA 30546

Kathy Dills , Manager

706 896 4131, ext 1020