

REQUEST FOR PROPOSAL (RFP) FOOD SERVICE EQUIPMENT

SCHOOL NUTRITION PROGRAM

NO. 026-2021

Due: April 26, 2021 9 am

Pre-Proposal Meeting: April 13, 2021 9 am

School Food Authority – Baldwin County Board of Education

School Nutrition Program

**Attention: Susan Nelson, Director
110 North ABC St.
Milledgeville, GA 31061**

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

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

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

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

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I. INTRODUCTION

This document contains a Request for Proposals for providing kitchen equipment and installation for Baldwin County School Food Authority (SFA)'s participation in the United States Department of Education's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract (Contract) between the offeror and the school food authority.

The Georgia Department of Education (GADOE) is not and will not be a party to any contract between a School Food Authority (SFA) and Equipment Vendor. The SFA has full responsibility for ensuring that the terms of the Contract are fulfilled.

II. REQUEST FOR PROPOSALS

A. Legal Notice

Notice is hereby given that Baldwin County Schools, hereinafter referred to as the SFA, intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of the SFA, it is in the SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposals (RFP) shall be borne in full by the party incurring said cost.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The offeror to this RFP will be referred to as the vendor, and any contract that may arise from this RFP will be between the Vendor and the SFA.

B. Request for Proposals

Proposals will be received until 9:00 am on April 26, 2021 for supplying SFA with food service equipment thru June 28, 2021.

Extension Option -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form and only due to an unprecedented natural disaster or occurrence or other waivers issued by USDA concerning an extension.

Competitive sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of **Baldwin County School Nutrition, 110 North ABC St. Milledgeville, GA 31061** and shall be marked on the envelope ***Food Service Equipment Proposal, # 026-2021*** and also marked on the envelope with the bidder's return address.

In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.

Additional information required to adequately respond to this **RFP** may be obtained from SFA's nutrition office telephone 478-457-3315 or susan.nelson@baldwin.k12.ga.us.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

In accordance with Federal law and U.S. Department of Education policy, SFAs and vendors are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of the Contract.

As provided herein, under state law and, or regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR § 200.319.

D. Pre-Proposal Meeting

A mandatory meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on at **April 13, 2021, 9:00 am**, at Baldwin County Board of Education, 110 North ABC St. Milledgeville, GA 31061.

Vendor presentations will not be scheduled at this time.

E. Proposal Submission and Award

Two copies of Competitive Sealed Proposals are to be submitted to:

Attention: Equipment Bid #026-2021
Name of Agency: Baldwin County School Nutrition
Mailing Address: 110 North ABC St.
City: Milledgeville
State/Zip: GA/ 31061

Opening will be at **9:00 am, April 26, 2021**. Proposals will not be accepted after the date as indicated above as the proposal due date. All Proposals are to be submitted in a sealed envelope marked Food Service Equipment Proposal, #026-2021.

SFA reserves the right to accept any proposal which it deems most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA. All items will be evaluated by line item. Hence, multiple bidders may be awarded.

To be considered, each offeror must submit a complete response to this solicitation **using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP**. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language**. If offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Education. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the Proposal or termination of any subsequent Contract. The qualification data shall be submitted by each offeror along with the sealed Proposal, and shall include the information and format as follows:

- Offeror must be incorporated or licensed to do business in the State of Georgia and must be on or willing to be on the utilized list of vendors with the School Nutrition Division of the Georgia Department of Education (GaDOE).

- **Bonding Requirements:**

Offeror shall comply with the following minimum bonding requirements, as specified by 2 CFR 200.325. If the value of any contract resulting from this RFP is expected to exceed \$50,000, offeror must provide: (Choose one or all three of the following items: a, b, or c) (b. is preferable for most systems) These bonding requirements are optional and up to the SFA and are in place to protect the integrity of the school nutrition program as long as it does not create a barrier to free and open competition.

- a. (1) *A bid guarantee equivalent to five percent of the bid price.* The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. (2) *A performance bond for 100 percent of the contract price.* A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. (3) *A payment bond for 100 percent of the contract price.* A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- Annual reports or financial statements for the past fiscal year in the format of an accountant's review including notes to the financial statements and provided by a certified public accountant.
If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weighted criteria. Vendors should provide this information.
 - If offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offeror will receive points for that experience in the evaluation of the weighted criteria. Vendors should provide this information.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal.

BID PROTEST PROCEDURES:

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

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

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

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

If additional information is requested, please contact Judi Battle at Judi.Battle@Baldwin.k12.ga.us, Baldwin County Schools Procurement Director. Any additional information provided to one offeror will be available to all.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a "number of days", shall be calendar days.

I. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by the SFA and which will result in a binding Contract. **Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed.** **(Vendor must initial and date here to show agreement)**

J. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the vendor that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and installation cost) and identified in Section III, Paragraph 5 of the Standard Terms and Conditions

Award Criteria

Proposals will be evaluated by an SFA committee based on the price, service, warranty and references from other SFA's and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of SFA employees familiar with the regulations and requirements of the school nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a vendor, that vendor will be precluded from participating in the RFP and subsequent Contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weighted Evaluation Criteria

(60) points Cost

(10) points Conducting business with like school systems/references and familiarity with regulations

(10) points Financial Condition/Stability

(10) points Warranty

(10) points Training made available for use of said equipment

100 points TOTAL

III. STANDARD TERMS AND CONDITIONS

The following definitions shall apply within this document and its attachments:

1. **Accounting Period**: a specific period of time (e.g., each month)
2. **Allowable Cost**: costs that are allowable under 2 CFR Part 225, Cost Principles for States, Local Governments, and Indian Tribes, 2 CFR Part 220, Cost Principles for Educational Institutions, and 2 CFR Part 230, Cost Principles for Non-Profit Organizations, as applicable, and their Attachments, and 2 CFR Parts 200.420-475, as applicable.
3. **Applicable Credit**: the meaning established in 2 CFR Part 225, Appendix A, Section C (4), and 2 CFR Part 230, Appendix A, Section A (5), and 2 CFR 200.406, respectively.
4. **Charge**: any charge for an Allowable Cost that is: (i) incurred by vendors in providing the goods and services that are identified in SFA's Food Service Budget; (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as Exhibit F, and fully incorporated herein by reference.
5. **Contract**: this RFP and Contract, the exhibits attached to this RFP and Contract, and vendor Proposal, as accepted by SFA in its sole discretion.
7. **Direct Cost**: any Allowable Cost that is: (i) incurred by vendor in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary in order for vendor to perform the Services hereunder. The term Direct Cost does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
8. **Effective Date**: April 26, 2021
9. **Fixed Fee**: an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
10. **Vendor Proposal**: Food Service Equipment Company's response to the RFP and Contract.

16. **Proposal** : Food Service Equipment Company's response to the RFP and Contract.
17. **RFP** : SFA's Request for Proposal and Contract, # 026-2021, and all of its attachments.
18. **Services** : the services and responsibilities of vendor as described in this Contract, including any additional services described in Section O of this Contract.
19. **SFA or School Food Authority** : the school food authority as defined in 7 CFR § 210.2.
20. **SFA's Food Service Location(s)** : the schools or other locations where meals are prepared and served to SFA's schoolchildren.
21. **GaDOE** : Georgia Department of Education
22. **USDA FNS** : United States Department of Agriculture , Food and Nutrition Service.

B. Scope and Purpose

1. Duration of Contract, unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect for the period of April 26, 2021 and terminating on June 28, 2021 and may be renewed for four (4) additional terms of one year each upon mutual agreement between SFA and vendors.
2. Vendor will order and install equipment as awarded in good condition.
3. All packing materials will be removed from property.
4. Vendor will provide use and care training of each piece of equipment awarded.

C. Financial Terms

1. Vendor will provide an invoice for work, to include freight and installation cost as described in the bid requirements in advance of the work. Baldwin will create a purchase order for said work. Once approval of the Baldwin County Finance Department said equipment might be ordered.
2. After all installation (s) has been completed to the satisfactory of Baldwin County, invoice will be processed for payment.
3. Payment will be net 30 days.
4. Failure to complete work within **alloted timeline** may result in a delay of payment.

D. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to vendor, then SFA shall have the option to terminate this Contract by giving 30 days written notice to vendor.

2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. If either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a Force Majeure Event), or a unprecedented national disaster or pandemic, that party shall be excused from performance for the period of such Force Majeure Event exists.
5. In the event of vendor nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue all available administrative, contractual, and legal remedies against vendor.
6. SFA is the responsible authority without recourse to USDA or GaDOE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

E. Insurance

(SFA MUST evaluate and determine acceptable insurance limits for this section.)

1. Vendor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Georgia.
A Certificate of Insurance of vendor insurance coverage indicating these amounts must be submitted at the time of award.
2. **The information below must be completed by SFA:**
 - a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury

\$ _____ Combined Single Limit.
 - b. Automobile Liability coverage with a \$ _____ Combined Single Limit.
 - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ _____.
 - d. Excess Umbrella Liability with a combined single limit of \$ _____.
3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, SFA shall not be liable to vendor for any indemnity.

F. Certifications

Vendor shall execute and comply with the following Certifications: (i) Debarment certification shall be provided by: a) the SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or b) that by signing this Agreement that the Vendor certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Georgia; or c) submitting the Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form (Exhibit N); and (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein; Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated here.

G. Miscellaneous

1. **GOVERNING LAW.** This Contract is governed by and shall be construed in accordance with Georgia and federal law.
2. **HEADINGS.** All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract
3. **INCORPORATION/AMENDMENTS.** This Request for Proposal and Contract, which includes the attached Exhibits A – M and vendors proposal documents (collectively the Contract Documents), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

SFA's Request for Proposal and Contract and (ii) vendor proposal documents. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by GADOE.
5. **INDEMNITY.** Except as otherwise expressly provided in this contract, vendor shall defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expenses, including reasonable collection expenses, attorneys' fees and court costs that may arise because of the actions of vendor, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. this clause shall survive termination or expiration of this contract.
6. **NONDISCRIMINATION.** Both SFA and vendor agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.
7. **NOTICES.** All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by

facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA:

To Vendor:

Copy to:

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received. All notices will be time and date stamped when received and kept on file.

4. **SEVERABILITY.** If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
5. **SILENCE, ABSENCE OR OMISSION.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
6. **SUBCONTRACT/ASSIGNMENT.** No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that Vendor may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
6. **WAIVER.** The failure of Vendor or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
7. **GADOE REVIEW.** This Contract along with any amendments, addendums or renewals is not effective until it is approved, in writing, by GaDOE

AGREEMENT

Offeror certifies that the vendors shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE EQUIPMENT COMPANY:

Name of Vendor

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit A

SCHEDULE OF FOOD SERVICE LOCATIONS

School Name/Manager	School Address	Cafeteria Phone Number
<u>Baldwin High/</u> <u>Fatima Pryor</u>	<u>155 GA Hwy 49, Milledgeville, GA</u>	<u>478-453-6129</u>
<u>Oak Hill Middle/</u> <u>Shyvonna Jones</u>	<u>356 Blandy Rd. Milledgeville</u>	<u>478-457-3383</u>
<u>Lakeview Academy/</u> <u>Jaquisha Lucas</u>	<u>220 N. ABC St. Milledgeville</u>	<u>478-457-2489</u>
<u>Lakeview Primary/</u> <u>Frances Cornett</u>	<u>372 Blandy Rd. Milledgeville</u>	<u>478-457-3342</u>
<u>Midway Hills Academy/</u> <u>Sandra Rozier</u>	<u>101 Carl Vinson Hwy</u> <u>Milledgeville</u>	<u>478-457-2442</u>
<u>Midway Hills Primary/</u> <u>Dessarae Milner</u>	<u>375 Blandy</u> <u>Rd.Milledgeville</u> <u>e</u>	<u>478-457-2497</u>
<u>Early Learning Center/</u> <u>Tammy Parker</u>	<u>101 N. ABC St.</u> <u>Milledgeville</u>	<u>478-457-2418</u>

Exhibit B

SCHEDULE OF APPLICABLE LAWS

- Vendor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the Act), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
- Vendor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- Vendor shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

○

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

- 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, “Contractors and Subcontractors 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 contractor 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 200/7 CFR 3019.48] 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 200.322) (if applicable)
An SFA and its contractors 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.
- Force Majeure:
If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor'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 Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.
- HACCP Requirements (N/A to Equipment)
The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed.
The successful bidder (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 bidder(s) staff in the event of a food/USDA Hold/Recall
 - public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide ability to District of conducting a mock recall for product once per year.
Bidder(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.
- HUB Statement:
It is the intent of the Baldwin County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, woman and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals or noncompetitive proposals (2 CFR 200.321).

Positive efforts include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises 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, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 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 contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Exhibit C

ANTI-COLLUSION AFFIDAVIT

STATE OF GEORGIA

COUNTY OF BALDWIN

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or 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 bidder/contractor 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 bid.

Signed

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

Notary Public (or Clerk or Judge) _____

My commission expires _

Exhibit D

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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, an employee of a Member of Congress, or any Board Member, officer, or employee of **Baldwin County Schools SFA** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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, an employee of a Member of Congress, or any Board Member, officer, or employee of **Baldwin County Schools SFA** in connection with this Federal grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Exhibit E

PROCUREMENT- continued

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial offering
- ☐ b. material change

For Material Change Only:

Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:

_____ Prime _____ Sub-awardee
Tier _____, *if known:*

Congressional SFA, *if known:* _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:

Congressional SFA, *if known:*

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable:* _____

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

\$

Exhibit E (Continued)

<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services</p> <p><i>(Incl. Address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____</p> <p>Actual _____ Planned _____</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p>_____ a. retainer</p> <p>_____ b. one-time fee</p> <p>_____ c. commission</p>
<p>12. Form of Payment <i>(check all that apply):</i></p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify: nature _____</p> <p>value _____</p>	<p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify: _____</p>
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: _____ Yes _____ No</p>	

Exhibit E (Continued)

<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
<p><i>Federal Use Only:</i> <i>Authorized for Local Reproduction of:</i></p>	<p>Standard Form – LLL</p>

Exhibit E (continued)

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional SFA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks sub-awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional SFA, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001.
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b)
 - c) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
 - d)
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit F

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 2 CFR 200.213.

The 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 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 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.

By signing this agreement, the Contractor 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.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

MHA	Quantity		
Two burner gas range	1		
Pass thru warmer	1		
30 gallon tilt skillet, gas	1		
MHP			
Rational Combi Ovens, or equal	2		
Two Burner range, gas	1		
Milk Cooler, one sided, 16 crate	1		
ELC			
Pass Thru Warmer	1		
Rationale Combi or equal	1		
OHM			
Rational Combi Oven or equal	2		
BHS			
Rational Combi, or equal	2		
Milk Cooler - 16 crate, single side	2		
LVP			
Rational Combi, or equal	2		
Pass thru warmer	1		
Pass thru cooler	1		

THE CIVIL RIGHTS ASSURANCE:

The [Baldwin County Schools](#) 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 Baldwin County School 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 [Baldwin County 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 [Baldwin County Schools](#).

Signature: _____

Printed Name: _____

Title: _____

USDA Nondiscrimination Statement

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

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

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

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

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

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

This institution is an equal opportunity provider.

