

**Walker County Schools  
School Nutrition Service Programs**

Walker County Schools  
Coordinator of School Nutrition, Michelle Coker  
201 South Duke Street  
LaFayette, GA 30728

**Request for Proposal #19-10  
Fresh Produce**

Issued on: June 2018

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## INTRODUCTION

The Walker County School Nutrition Program invites prospective respondents to RFP on Fresh Produce RFP #19-10.

Walker County Schools is requesting proposals from qualified firms to provide multiple school sites with fresh produce in accordance with the procedures and specifications as outlined in this proposal package. Sealed proposals for RFP #19-10 Fresh Produce will be received by the Walker County School Nutrition Program at 201 South Duke Street, LaFayette, GA 30728 until **THURSDAY, JULY 12, 2018 at 2:00 PM EDT**. Walker County School Nutrition is allowing surrounding, connecting systems to purchase off this RFP. Systems participating include Catoosa County and Chickamauga City.

Vendors are instructed to read carefully all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. **Corrections of Errors on Forms: All prices and notations must be written in ink or typewritten. Errors should be crossed out corrections, entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for receipt.** Each vendor is required to furnish all information requested in the Request for Proposal.

Please allow ample time for delivery of mail by the postal service. Any proposal received after the designated time will be deemed late and will not be considered by Walker County Board of Education. **Faxed Proposals will not be accepted.**

RFPs will be awarded lump sum on the basis of price, past vendor experience, references, compliance of proposal w/specifications & requirements. We are not required to accept low RFP without considering all aspects of the product and company. The Walker County Board of Education reserves the right to continually purchase items from the respondent where items delivered comply with specifications and performance requirements.

Walker County Schools reserves the right to waive technicalities, to accept or reject any and all proposals and to waive any irregularity in proposals received, to award the entire proposal to one or more respondents or to make awards by group or location, whichever is in the best interest of the Walker County School Nutrition Program; hereafter referred to as "WCS", except where noted for clarity.

All questions concerning this Request for Proposal should be directed to Michelle Coker, Walker County Schools, School Nutrition Coordinator. All inquiries must be in writing and emailed to [michellecoker@walkerschools.org](mailto:michellecoker@walkerschools.org).

## **MINIMUM QUALIFICATIONS**

It is preferred that each respondent be registered to do business in the State of Georgia. Each respondent should provide evidence of their registration with each RFP submittal. For Georgia businesses, a photocopy of your Georgia business license is acceptable.

- Respondents must meet the minimum requirements for liability insurance and worker's compensation coverage as stated in this document.
- Respondents shall submit with their proposal, sufficient evidence of a minimum of 5 years' experience in similar projects preferably with public school systems. This information should be included on the Reference Sheet.
- Respondents must be HACCP certified.
- Respondents must make deliveries in refrigerated trucks with an unrefrigerated section for items that are not to be chilled, such as bananas and potatoes.
- All services provided by the awarded respondent must be performed by a direct employee or Principal of the firm. Awarded respondent may not subcontract any portion of the services for this project.
- Respondents shall submit the completed Respondent Information form.
- Respondents shall also submit the completed "Georgia Security and Immigration Compliance Act OCGA 13-10-91" document, "Respondent Affidavit and Agreement".

# Walker County Board of Education School Nutrition

TO ALL PROSPECTIVE RESPONDENT:

Because of the many requests to be placed on our vendors' list, we are continuously updating them. While we want to include all bona fide vendors, we do not want to mail RFPs to those vendors who may no longer be interested in participating in our RFP procedure.

If you do not choose to respond to the attached Invitation to RFP, please fill in the form below indicating whether or not you want to be retained on our current vendors' list.

Vendors who do not respond in any way (by either submitting a RFP or by returning the form below) over a period of one year will be removed from the current list.

**It is not necessary to return this form, the Terms and Conditions of this RFP, or the Specifications covering items in the RFP with your quotation, if you choose not to participate in the RFP. Vendors who do not wish to RFP often return the entire RFP package, sometimes at considerable postage expense. This is not at all necessary. Simply return the form at the bottom of this page.**

Thank you for your cooperation.

Sincerely,

Michelle Coker, Coordinator  
Walker County School Food Services

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### **"NO RFP" REPLY FORM: RFP #19-10, PRODUCE**

If you do not wish to respond to the attached Invitation to RFP, please complete this form and mail/fax it to Walker County Department of Education, Attention: School Food Services, 201 South Duke Street, P.O. Box 29, LaFayette, Georgia 30728. Fax: (706) 638-1289

I do not wish to submit a quotation on this Invitation to RFP. Yes \_\_\_\_\_ No \_\_\_\_\_

I wish to be retained on the vendors' list for this item(s). Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to RFP: \_\_\_\_\_  
\_\_\_\_\_

.....  
(Walker County Department of Education Use Only)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**CALENDAR OF EVENTS**

<b>ACTION</b>	<b>DEADLINE</b>
Issuance of Request for Proposal (RFP)	June 15, 2018
Submission of Questions by	June 26, 2018 by 2:00 pm EST
Response to Question	June 29, 2018 by 2:00 pm EST
Proposal Submission Deadline	July 12, 2018 by 2:00 pm EST
Evaluation Period	July 12 - 13, 2018
Board Approval of Recommendation	July 16, 2018

## INSTRUCTIONS

1. Proposals shall be enclosed in sealed envelopes, addressed to the School Nutrition Office with the name and address of the respondent, the date and hour of the proposal closing, and the proposal number on the face of the exterior envelope. **The Proposal Form should be sent in a separate sealed envelope from the rest of your proposal submittal. See Proposal Submittal Requirements for specific instructions for this RFP.**
2. All proposals must be either typewritten or filled in with pen, and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the proposal must initial corrections or changes on any document. Respondents will not be allowed to modify their Proposals after designated closing date and time.
3. Respondents should provide all of the information required on all forms, including the Proposal Form, and shall sign the Standard Terms and Conditions.
4. The offer conveyed by this proposal shall remain open pending award for a period of ninety (90) days from the date of opening.
5. Proposal responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Request for Proposal, may be treated as non-responsive and may not be considered for award.
6. Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate the Walker County Nutrition Program to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the respondent is required to furnish.
7. Quotes containing provisions for late or interest charges will not be considered.
8. Pre-cut prices will be quoted by the respondent and remain the same on a quarterly basis.
9. Walker County Schools reserves the right to amend this Request for Proposal prior to the due date.
10. Special Instructions: Specifications listed in the proposal document are to establish the minimum quality required. Walker County Schools is the sole determiner as to whether specifications are met. Walker County Schools may request samples as needed from respondents to determine adherence to specifications. Walker County Schools will also check the market value Atlanta Terminal wholesale produce report prices for RFP compliance.
11. Any contract awarded pursuant to this Request for Proposal shall be awarded to the most responsive and responsible respondent that is within the financial and technical parameters for the project and whose proposal response meets the requirements and criteria set forth in this Request for Proposal.
12. Purchases of Walker County Schools are not subject to sales taxes. Tax exempt certificates will be furnished upon request.

**Respondent understands and accepts all Instructions as it pertains to this Request for Proposal:**

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*Respondent Signature*

*Date*

## **STANDARD TERMS AND CONDITIONS**

1. Respondent shall transfer and deliver to Walker County Schools all of the goods described herein for the consideration set forth herein.
2. Risk of loss shall remain with Respondent until acceptance by Walker County Schools.
3. Title to the goods shall remain with Respondent until acceptance by the Walker County school nutrition program.
4. Respondent warrants that the goods are merchantable and as described herein.
5. The Walker County school nutrition program shall have the right to inspect the goods at the time and place of delivery.
6. No right or interest in the contract shall be assigned by Respondent without the written permission of Walker County Schools, and no delegation of any obligation owed or of the performance of any obligation by Respondent shall be made without the written permission of Walker County Schools. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. The laws of the State of Georgia and of the United States of America and the policies of Walker County Schools shall govern this agreement in all respects.
8. All goods and/or services on this order or contract are exempt from Federal Tax and Georgia Tax.
9. All goods and/or services supplied pursuant to this purchase order or contract shall, unless otherwise stated, conform exactly to all of the descriptions and attachments contained in the Request for Proposal upon which this order is based, and the terms, conditions, and specification of the Request for Proposal are incorporated herein by reference and made a part hereof.
10. Any goods supplied found not in accordance with the description and specifications set forth in the Item Schedule will be rejected. Goods rejected must be replaced in 24 hours with goods that meet specifications.
11. Prices stated are unit cost plus fixed fee. No further allowances shall be made for freight and delivery charges.
12. Prices for whole produce should be sent to each school system the week before delivery. Pre-cut prices for the unit must be held constant for one quarter. The fee for service for the whole produce and pre-cuts will remain the same for the duration of the RFP.
13. Walker County Schools reserves the right to cancel this contract for either non- performance or poor performance of the respondent by giving a thirty day written notice in advance to the Respondent of its intent to do so.
14. Successful Respondent will be required to supply an original and one copy of each invoice. No invoice will be processed for payment until all contractual obligations have been met.
15. All invoices and/or financial correspondence should be directed to the School Nutrition Coordinator.

16. Successful respondent must furnish proof of liability insurance as stated in the “Insurance Requirements” upon contract award. Respondent must maintain insurance coverage for duration of contract with Walker County Schools, including all renewals.

The contractor shall provide, maintain and submit certificates of coverage during the entire of performance under this contract, the following minimum insurance:

1. **Workman’s Compensation:** Coverage of all individuals engaged in any work under this contract, and meeting the requirements of Georgia Law regarding workman’s compensation insurance
2. **Comprehensive General Liability:** Limits of coverage shall not be less than 1,000,000 per occurrence with a 3,000,000 general per aggregate.
3. **Comprehensive Automobile Liability:** Limits of coverage shall not be less than 1,000,000 combined single limit
4. **Cancellation Endorsement** – These insurance coverages shall not be cancelled until at least thirty (30) days prior written notice has been given to the Owner.
5. **Disposition** – Certification from insurance company showing insurance policy must be sent to Owner prior to commencement of work. Submit two (2) copies of certificates to Owner for approval and distribution.
6. **Acceptability of Insurance Companies** – No insurance will be acceptable unless written by a company licensed by the State Insurance Commissioner to do business in the State of Georgia at the time policy is issued. The company must, in addition, be acceptable to the Owner.
7. **Fidelity Bond of no less than 50,000.00** – Keys are only issued if the successful contractor is bonded. Vendor security access code(s) will also be provided for schools

17. RFP should submit original and two copies of their response.

18. Walker County Schools reserves the right in its sole and complete discretion to reject any or all proposals and to waive technicalities and informalities. In judging whether the respondent is responsible, Walker County Schools will consider, but is not limited to consideration of, the following:

- a. Cost Submittal
- b. Technical Submittal
- c. Service
- d. References
- e. Mandatory Criteria – HACCP and Refrigerated Trucks

19. Walker County Schools reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.

20. Walker County Schools reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

21. The acceptance of a proposal shall be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Walker County Schools and shall contain, at a minimum, applicable provisions of this Request for Proposal (“RFP”). Walker County Schools reserves the right to reject any agreement that does not conform to this RFP and to any Walker County Schools requirements for agreements and contracts.
22. Walker County Schools assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of a proposal.
23. All proposals submitted become the property of Walker County Schools.
24. RFP for produce shall be valid for the period of July 1, 2018 through June 30, 2019 upon acceptance by the Walker County Board of Education.
25. The term of this contract will be for the period specified herein. Walker County Board of Education reserves the right to extend the contract for a period not to exceed up to four (4) additional one (1) year period(s) upon the mutual agreement of both parties and provided service fees remain the same for the extended one year period(s). Renewal periods if approved will cover period of July 1 through June 30, of the appropriate year(s).
26. Respondent may examine price files during normal working hours. Non-respondent may have access to the files only after the award has been made. No files will be removed from the school district offices and employees will not make copies nor will copy machines, facsimile machines or other such equipment be made available to the public for the purpose of copying RFP documents. Written notices of award will be mailed to all successful respondent.
27. The contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the school district purchasing officer.
28. Vendors shall not submit a RFP for the contract if a conflict of interest, real or apparent would be involved. Conflicts of interest arise when any of the following has financial or other interest in the firm:
  - An employee, officer, or agent of the local school system.
  - Any member of the immediate family of the above named persons.
  - The partner of any of the above named persons.
29. **SECURITY REQUIREMENT:** All service technicians of the Contractor shall be required to wear a distinctive, company uniform while on school property. All servicing technicians or other contractor employees shall sign in at the main school office and/or vendor sign in sheet upon arrival and sign out upon departure.
30. Walker County Schools standard terms for payment:
  1. Procedure – After receipt of a request for payment (invoice), the Owner’s Representative will inspect, verify and confirm the amounts as shown. Final payment will only be made after all completed documentation has been received.
  2. Schedule of Payments – Provided all invoices and supporting documentation are complete and accurate, payment will be made by the tenth (10) day of the month after the month of service.

**Respondent understands and accepts all Standard Terms and Conditions as it pertains to this Request for Proposal:**

\_\_\_\_\_  
*Respondent Signature*

\_\_\_\_\_  
*Date*

## SCOPE OF WORK AND REQUIREMENTS

### GENERAL INSTRUCTIONS:

#### Point of Contact

The sole point of contact for this RFP shall be:

Michelle Coker, Coordinator of School Nutrition  
Walker County Schools  
201 South Duke Street  
LaFayette, GA 30728  
Phone: 706-638-7971  
Fax: 706-638-1289  
Email: michellecoker@walkerschools.org

*Failure to restrict contacts/discussion regarding the RFP to the above name Coordinator will be deemed a serious breach of process and may, at Walker County School's sole discretion, result in disqualifying the violating party's firm from further consideration in this RFP opportunity. Additionally, any unauthorized contact with members of the School Board or System employees by a respondent or a respondent's representative concerning this proposal may result in the disqualification of the respondent.*

#### Interpretation and Clarification

No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the RFP document. Requests for interpretation or clarification shall be made in writing (fax or email will be acceptable) and delivered to the RFP Coordinator on or before 2:00 pm EDT on Tuesday, June 26, 2018. No questions other than written will be accepted and no response other than written will be binding upon Walker County Schools.

**The original and two copies of the proposals** must be delivered to the Walker County School System at 201 South Duke Street LaFayette, GA 30728 by 2:00 PM EDT, July 12, 2018. All copies must be in a sealed envelope with the words: **"Fresh Produce RFP #19-10; Attention: Michelle Coker"** in the lower left corner.

The Sealed Proposals will be opened on July 12, 2018 at 2:00 PM Eastern Daylight Time. RFP received after that time will not be considered. RFP delivered after that time will be returned, unopened to the appropriate respondent. Postmarks or dating of documents will be given no consideration in case of late RFP. An informality shall be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of a respondent to provide it would have no impact on the outcome of the proposal. In such cases, the respondent failing to supply the information may be given a specified period of time to comply. If the respondent fails to comply in that time period, the proposal will be rejected for reasons of non-compliance. No award will be made unless all required information is received by Walker County Schools.

Copies of the Specifications, Terms and Conditions, Contract Agreement and Affidavit are enclosed. Walker County Schools has the option to extend the RFP up to 4 years plus the initial proposal year if mutually agreed upon with the successful respondent(s).

Prospective respondents are urged to read the Specifications and Terms and Conditions very carefully. No proposal may be withdrawn after the time of the opening; however, Walker County Schools reserves the right to accept or reject all proposals and to waive any formalities.

Walker County Schools may, at its option, require a Performance Bond of the successful respondent if it is deemed to be in the best interest of Walker County Schools.

### **PROPOSAL SUBMITTAL REQUIREMENTS**

- A. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
- 1) The Proposal Instructions signed by an authorized agent of the company;
  - 2) The Terms and Conditions signed by an authorized agent of the company;
  - 3) Respondent Questionnaire;
  - 4) Georgia Security and Immigration Compliance Act OCGA 13-10-90;
  - 5) Respondent Affidavit and Agreement;
  - 6) Walker County Schools Contract Agreement;
  - 7) U.S. Department of Agriculture Debarred Status;
  - 8) Proposal Response Form;
  - 9) Reference Sheet;
  - 10) Respondent's Checklist
- B. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal.
- C. Proposals must include all elements noted in the "Preparation of Proposals" section below. **Proposals submitted must be original forms. Photocopies are not acceptable.**
- D. Proposals are to be organized in the following manner:
- 1 – All RFP Documents # 1- 10 from "Proposal Submittal Requirements"
  - 2 – Experience and Capabilities (Include Forms # 11 and 12 from Section A)
  - 3 – Proposal Response Form
  - 4 – Exceptions
  - 5 – Proposed alternatives to Walker County School requirements

### **EVALUATION OF PROPOSALS**

- A. After the proposal opening, Walker County will select for further consideration Vendor(s) deemed to be fully qualified and best suited among those submitting proposals based on Vendor(s) responses to the information requested in this RFP.
- B. The following criteria will be used in the evaluation process:
1. Financial
    - a. Fixed Fee Price (52pts)
  2. Technical
    - a. Handling of bills and credit (5pts)
    - b. Ordering options: acceptance of electronic orders via website, email orders, faxed orders, and if needed, phone orders (5pts)
    - c. Years in business and experience with schools (3 pts)
    - d. Sourcing, availability and identification of local "farm to school" produce: local means grown in Georgia and any state that touches Georgia (5pts)

3. Service
  - a. Return procedures for quality issues, emergency deliveries and cancellation plan (10 pts)
  - b. Timely delivery plan and ability to deliver two (2) times a week (10pts)
  - c. Bonded for key drop deliveries and a temperature recording method for key drop deliveries (5 pts)
4. References - Average point scores of top 2 references (5 pts)
5. Mandatory
  - a. HACCP Plan with Certification
  - b. Refrigerated truck
  - c. Required forms returned

Evaluation Criteria	Points
<b>Financial</b>	
Fixed Fee Price	52
<b>Technical</b>	
Handling of Bills and Credits	5
Ordering Options	5
Years in business & Experience in Schools	3
Farm to School	5
<b>Service</b>	
Return Procedures for Quality Issues, Emergency Deliveries and Cancellation Plan	10
Timely Delivery Plan & Delivery 2 Times a Week	10
Bonded for Key Drop Deliveries & Temp Recording Method Key Drop Delivery	5
<b>Reference Checks</b>	5
<b>Total</b>	<b>100</b>
HACCP Plan with certification	Yes/No
Refrigerated truck with unrefrigerated storage	Yes/No
Required forms returned	Yes/No

- C. Based on the initial evaluation, Walker County may request the selected Vendor(s) to make oral presentations.
- D. Walker County will select the Vendor(s) who, in their opinion, has made the best proposal and shall award the contract to that Vendor(s).
- E. Walker County Schools will select the Respondent who, in the opinion of WCS, has made the best proposal and shall award the contract to that Respondent (referred to in this RFP as the Successful Respondent). Should Walker County Schools determine in writing and in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.
- F. Walker County is not required to furnish a statement of the reason(s) why a RFP was not deemed to be the most advantageous.

## **PREPARATION OF PROPOSALS**

In presenting their proposals, Respondents are encouraged to be thorough in addressing the *Specific Requirements*, the *Proposal Submittal Requirements*, and the *Preparation of Proposals* as outlined in this RFP.

To facilitate the School System's evaluation of Respondent's proposal, Respondent is to number all pages of its proposal and provide tabs as indicated in the Proposal Submittal Requirements. Respondent must fully address each of the following items and submit proposals using the following format:

**A. Experience and Capability-** Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Respondents should utilize the *Respondent Questionnaire* below as a guide.

**B. Price**

- 1) Complete and submit with the proposal the attached Proposal Form
- 2) Complete and submit the Respondent Response Form
- 3) Respondent is to provide any additional pricing information or alternative pricing structures offered.
- 4) Respondent's prices will be subject to negotiations.
- 5) After negotiations and award of this contract, Successful Respondent's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract.

**C. Exceptions** - Detail any exceptions taken to the *Scope of Work* and *Terms and Conditions* sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Respondent may not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions section of this RFP.

**D. Alternatives** - Detail any alternatives to Walker County School's requirements that you may have to offer.

**Cost of Responding** - This solicitation does not commit Walker County Schools to pay any costs incurred by the Respondent or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is Walker County Schools obligated to procure or contract for such services.

## RESPONDENT QUESTIONNAIRE

- Give us background information on your company, including delivery and warehousing capabilities, as well as any financial rating available.
- Describe in ½ page or less your billing and invoicing procedure.
- Describe in ½ page or less your ordering options: electronic via your website, email from individual schools, consolidated email from school district central office, fax, phone, etc.
- How long have you been in business?  
\_\_\_\_\_
- Have you done business with other school systems?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- What is your policy and procedure to provide Farm to School produce using local items? (*Local means Georgia and states that touch Georgia*)
- Describe in ½ page or less what is your procedure for sourcing, availability and identification of unique FF & VP products?
- Describe in ½ page or less your quality issue return procedure, your emergency deliveries and cancellation plans.
- Are you able to fill the orders and deliver within the time window for Walker County, Catoosa County and Chickamauga City Schools? Briefly describe in a ½ page or less you delivery plan.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- Can you deliver 2 times a week if needed for all systems involved?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- Are you a bonded company which would allow for key drop deliveries?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- Describe in ½ page or less your temperature recording methods for key drop deliveries.
- List at least three references where you have conducted a significant volume of business. Give name, email address, and telephone number of individual who may be contacted in addition to name and address of organization or business. (Utilize Reference page located in RFP package)

- Are you HACCP certified? Please send a copy of your HACCP plan

Yes \_\_\_\_\_ No \_\_\_\_\_

- Will the produce deliveries be made in refrigerated trucks which have an unrefrigerated section for items such as bananas and potatoes?

Yes \_\_\_\_\_ No \_\_\_\_\_

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Name of company Representative (Please Print)

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Signature of Respondent

---

Name of Company

---

Address

**ATTACHMENT A: WALKER COUNTY SCHOOLS SPECIFIC REQUIREMENTS AND  
CATOOSA COUNTY AND CHICKAMAUGA CITY ADD-ONS**

Walker County School Nutrition Program  
2018-2019 General Terms and Conditions  
To Supply Fresh Produce

**GENERAL INFORMATION**

Completion of this Request for Proposal to provide Fresh Produce to the Walker County, Catoosa County and Chickamauga City School Nutrition Programs indicates the respondent agrees to meet all of the General Terms and Conditions listed herein.

<b>SYSTEM</b>	<b>DIRECTOR</b>	<b>CONTACT NUMBER</b>
WALKER COUNTY	MICHELLE COKER	706-638-7971
CATOOSA COUNTY	LIBBY COOKE	706-965-2414
CHICKAMAUGA CITY	PHYLLIS OLIVER	706-375-9813

The approved respondent shall make fresh produce available for purchase to Walker County, Catoosa County and Chickamauga City Schools throughout the entire 2018 – 2019 school year. In the event the approved respondent cannot meet this requirement, thirty (30) days written notice must be provided to Michelle Coker, Walker County School Nutrition Coordinator.

<b>SYSTEM</b>	<b>DOLLARS SPENT 17-18</b>	<b>CASES ORDERED</b>
WALKER COUNTY REGULAR AND SUMMER FEEDING	\$252,276.00	9308
WALKER COUNTY FF & VP	\$2,2751.95	817
CATOOSA COUNTY	\$78,661.00	3510
CHICKAMAUGA CITY	\$24,382.00	844

**QUALITY STANDARD FOR FRESH PRODUCE**

All fresh produce shall be US #1 Grade or equivalent and of the type, style, and pack as specified in the Walker County School’s Produce Specifications.

All fresh produce shall be maintained, handled and delivered at the appropriate refrigerated temperature, for each item, at all times.

Comply with the “Buy American” rule, which implements Section 3 (h) of Public Law 100-237.

**ANY ITEM THAT IS NOT A DOMESTIC PRODUCT MUST BE IDENTIFIED  
AS SUCH AND ITS COUNTRY OF ORIGIN MUST BE LISTED.**

- School Nutrition Programs are required to “Buy America” (7 CFR 210.21), when purchasing domestic commodity or product with Federal funds to the maximum extent practicable.

- “Domestic commodity or product” means - \*An agricultural commodity that is produced in the U.S., and \*A food product that is processed in the U.S. substantially using agricultural commodities that are produced in the U.S.
- “Substantially” is defined as: over 51% of the final processed product consists of agricultural commodities grown domestically (in the U.S.)
- Food products produced in the U.S. are defined as: \*An unmanufactured (raw) food product produced in the U.S., or \*A food product that is manufactured in the U.S.
- In case of unavailability of domestic product due to reasonably available quality or quantity or costs significantly higher, non-domestic product can be purchased on a product-by-product basis.
- Vendor/contractor/distributor will be asked to provide prices for both domestic and non-domestic where applicable
- If domestic product becomes unavailable, the vendor/contractor/distributor will provide 15 days notification. Included in the notification will be current market price of original product and a market price of substituted product. Market price will come from a “third party market report”.
- Vendor/contractor/distributor will provide, upon request a sample pack of substitute product for quality analysis.

There must be a separate, non-refrigerated area in each delivery truck for items that are not supposed to be refrigerated, including bananas and potatoes.

All fresh produce shall be handled according to the best commercial practices.

All fresh produce shall be in good condition, and free from defects such as over-ripeness, decay, bruises, etc.

All fresh produce, unless otherwise stated, shall comply with the latest Standards issued by the United States Department of Agriculture, for the grade Specified for each item.

Walker County Schools reserves the right to inspect respondent storage facilities and transportation methods for sanitation and temperature control procedures.

No animal processing in produce house.

All Pre-cut produce must have a Use By date and at least a 7 day shelf life.

No animal processing in produce house.

All Pre-cut produce must have a Use By date and at least a 7 day shelf life.

## Walker County Schools Produce Specifications:

- APPLE:** Golden Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, 125 count 40 pound case
- APPLE:** Golden Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, 138 count 40 pound case
- APPLE:** Red Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, medium, 125 count 40 pound case
- APPLE:** Red Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, small, 138 count 40 pound case
- Other types of apples will use same quality standards.** RFP fixed fee per 40 # case.
- BANANAS:** Cavendish, green tips, Stage 3 or Stage 4, uniform shape and color, Special, 100-125 count
- CABBAGE:** Domestic, U.S. No. 1, , Green, round, well formed, even-colored, compact leaves, 2.5 lb head
- CABBAGE:** Red, U.S. No. 1, round, well formed, even-colored, compact leaves, 2.5 lb head.
- CANTALOUPE:** U.S. No. 1, well shaped, creamy yellow thick rind covered with yellow netting, peach colored flesh, 12-18 count
- CARROTS:** Medium size, well shape, firm, smooth exterior. Orange to orange-red color. Top closely trimmed, 25 pound pack
- CARROTS:** Medium size, well shape, firm, smooth exterior. Orange to orange-red color. Top closely trimmed, 5 pound pack
- CAULIFLOWER:** Whole head or florets, U.S. No. 1, creamy white color,
- CELERY:** U. S. No. 1, Pascal, light green color, crisp texture, straight stalks with rigid ribs. Leaves should be fresh, well-colored and show no signs of wilting, 36 count; other sizes as listed
- CUCUMBERS:** U.S. No. 1, Green, medium size, firm, well-shaped, even dark green color and uniform size, 5 pound pack
- EGGS:** Fresh, large, Grade A, loose, 1 dozen, 15 dozen
- GRAPES:** Green, medium size, seedless, yellow-green color, plump berries firmly attached to green pliable stems, 18 pound case
- GRAPES:** Red, seedless, plump berries firmly attached to green pliable stems, 18 pound case
- GRAPEFRUIT:** U.S. No. 1, Duncan or Marsh Pink, medium size, firm, well-shaped, thin skinned, 36 count
- HONEYDEW:** US. No. 1, well shaped, smooth, creamy yellow rind, light green flesh, hard blossom end. 6-9 count
- KIWIFRUIT:** Hayward, U.S. No. 1 or “export grade”, plump, unwrinkled, no visible signs of damage to exterior, 39 count flat
- LEMONS:** Eureka or Lisbon varieties, smooth skins, dozen, 1 dozen
- LETTUCE:** Iceberg, U.S. No. 1, palletized, compact heads, light green color, crisp texture, 24 count, other pack sizes as listed Heads springy, but fairly firm with green color; outer leaves are fresh and should be free from discolored spots, russetting, insect damage and/or decay. U.S. #1.
- LETTUCE:** Romaine, U.S. No. 1, 24 count, other pack sizes as listed outside leaves have a dark, rich green color. Inner leaves have a good bright medium to light green color and are clean and crisp. Leaves should be free from insect injury, other blemishes or decay.
- LIMES:** U.S. Combo, 12 count

**MUSHROOMS:** Agaricus Bisporus, U.S. No. 1, fresh, well-shaped appearance, firm texture and free of spots. Closed veils around stems. Medium size. 3 pound pack

**NECTARINES:** U.S. Fancy, flesh color primarily yellow with some streaking, well-colored with smooth unblemished skins. 72 count

**ONIONS:** Green, white ends with tender green tops. U.S. No. 1, 6 count

**ONIONS:** Red, Jumbo, 5 pound pack

**ONIONS:** Yellow, Jumbo, 5 pound pack

**ONIONS:** Yellow, Jumbo, 25 pound pack

**ORANGES:** Valencia, U.S. No. 1, firm, fine-textured. Color ranges from orange to greenish orange. 125-138 count

**PARSLEY:** Mild, green, consistent color, hearty aroma, high leaf to stem ratio and leaves that are firmly attached to stems. 3 each bunch

**PEACHES:** Small, U.S. Extra No. 1, skin color is creamy or yellow with varying degrees of red blush, no bruised or discolored fruit. 2 1/4 inch size, 22 lb. case

**PEARS:** U.S. No. 1, Fancy, Anjou, 110-120 count 45 #cases

**PEPPERS:** Green, firm, fresh-looking and brightly colored. U.S. No. 1, medium to large, 5 pound pack

**PINEAPPLE:** U. S. No. 1, size, 6 ct. or 2 each

**PLUMS:** Purple, U. S. No. 1, 75 count minimum 25# case

**POTATOES:** Baking, Russet, fairly clean, firm and smooth, 80 count size

**POTATOES:** Baking, Russet, fairly clean, firm and smooth, 100 count size

**POTATOES:** Baking, Russet, fairly clean, firm and smooth, 120 count size

**RADISHES:** Red Globe, bright in color, firm, well-formed roots and crisp, white flesh. U. S. No.1, 6 oz. Bag pack

**SPINACH:** Flat leaf, washed, fresh crisp leaves with good green coloring. U.S. No. 1, 4/2.5 pound bag pack or 2.5 pound bag; no evidence of decay; no sulfites

**STRAWBERRIES:** U.S. No. 1, plump, firm, will-rounded, bright even red color, fresh looking, green and in place, 12-pint flat pack or 1# clamshell

**TANGERINES:** U.S. No. 1, pebbly skin, deep orange color, 150 count pack

**TANGELOS,** seedless Mineola US No. 1, deep orange color; case 125-135 count

**TOMATOES:** Round Smooth and firm. Free from cracks, green or yellow sunburned areas and other blemishes and decay. Should be light red to full red in color, stage 5 to 6. No evidence of chill damage. U.S. #1.

**Tomatoes, Grape:** Well-shaped, smooth and firm. Free from cracks, green or yellow sunburned areas and other blemishes and decay. Should be full red in color, stage 6. No evidence of chill damage. U.S. #1. Two each or flat of 12.

**Tomatoes, Cherry:** Well-shaped, smooth and firm. Free from cracks, green or yellow sunburned areas and other blemishes and decay. Should be full red in color, stage 6. No evidence of chill damage. U.S. #1. Two each or flat of 12.

**WATERMELONS:** U.S. No. 1, Gray, Black Diamond or Jubilee variety, 20# minimum, Each

**PRE-CUT VEGETABLES: All pre-cut vegetables must contain no preservatives and by 100% useable, heat sealed bags, no tipper tie. Must have 7 day shelf life.**

**BROCCOLI FLORETS:** Calabrese, U.S. No. 1, Bud clusters should be firm and fairly compact with an even dark-green or purple-green color, no yellow florets. Florets should be reasonable bite size pieces, 3 pound bag, or 4/3#.

**CABBAGE, SLAW with color:** Dry pack with no visible moisture in bags. Slaw should contain U.S. No. 1 carrots, white and green cabbage (8 parts) shredded carrots (2 parts), 5 pound or 4/5#.

**Cabbage Slaw, Plain:** Dry pack with no visible moisture in bags. Slaw should contain white and green cabbage, 5 pound or 4/5#.

**CARROTS, BABY:** Uniform shaped, 20/1 lb. and 200 ct individual packaged packs

**CARROT STICKS:** U.S. No. 1, 2 inch length, 5 pound pack; or 4/5#

**CAULIFLOWER FLORETS:** U.S. No. 1, white or creamy white with clean, firm compact curds. Curds should be reasonable bit size pieces, 4/3 pound pack

**CELERY STICKS:** U.S. No. 1, 2 inch length, uniform size and weight, light green in color, firm, fresh, 4/5 pound pack Packed in “breathable” poly film bags, under USDA Inspection/Approved packing sites. No sulfites. No evidence of decay (no discoloration, no slime, no mold). U.S.# 1

**Celery, Diced Value Added Purchase Units:** 4/5# bags Packed in “breathable” poly film bags, under USDA Inspection/Approved packing sites. No sulfites. No evidence of decay (no discoloration, no slime, no mold). U.S.# 1.

**LETTUCE, SALAD MIX:** Cut 1 inch x 1 inch, 4 oz. each of shredded red cabbage and shredded carrots packed in separate pouches, 5 pound bag and 4/5 pound pack

**LETTUCE, SHREDED, 1/8”:** Iceberg, U.S. No. 1, washed and ready to serve, no preservatives, 5 pound bag and 4/5 pound pack

**Salad Mix, Romaine 60/40:** 1 inch by 1 inch, green, firm, fresh, 5# bag or 4/5# case

**Salad Mix, Romaine/Iceberg:** 5# bag or 4/5# case, firm, fresh

**Pre-Cuts** must have 7 day shelf life from the date delivered to the schools, heat sealed bags, clean, crisp, no slime.

## **PRODUCT/SERVICE EVALUATIONS**

All managers will report quality concerns to School Nutrition Director as quickly as observed. When the volume or seriousness of these reports is deemed unacceptable by the School Nutrition Department of Walker County Schools, the respondent is given thirty days to take corrective action to the satisfaction of the SNS office. If warranted, Walker County Schools reserves the right to cancel the entire produce contract with the respondent. In the event satisfaction is not provided to SNS within thirty days the respondent will be notified that the contract to provide Fresh Produce is null and void. In addition, the respondent will be removed from the approved vendor list for a minimum of three years.

## **PRICE QUOTATIONS**

Prices charged to Walker County Schools for Fresh Produce shall be the respondents documented net cost (invoices, bill, statements) from growers/shippers/packers minus any Rebates, Discounts or Credits not to exceed the market price shown in the USDA Atlanta Terminal Wholesale Market Report plus the respondents Fixed Fee per RFP Unit.

Fixed Fees must be shown in dollars and cents. Cost Plus a Percentage Proposals and/or Quotes are prohibited and will result in your proposal being rejected. It is understood that the Bookkeeper of each system may audit the respondent's records for base prices at least twice a year or as deemed necessary. Prices must include delivery to all sites at least once per week. Quotes are requested for two time per week delivery as well. NOTE: Delivery requirements.

Walker County Schools reserves the right to reject any or all proposals for any reason. Price alone will not be the determining factor in this RFP.

The following criteria will be used in the evaluation process:

1. Financial
  - a. Fixed Fee Price (52pts)
2. Technical
  - a. Handling of bills and credit (5pts)
  - b. Ordering options: acceptance of electronic orders via website, email orders, faxed orders, and if needed, phone orders (5pts)
  - c. Years in business and experience with schools (3 pts)
  - d. Sourcing, availability and identification of local "farm to school" produce: local means grown in Georgia and any state that touches Georgia (5)
3. Service
  - a. Return procedures for quality issues, emergency deliveries and cancellation plan (10 pts)
  - b. Timely delivery plan and ability to deliver two (2) times a week (10pts)
  - c. Bonded for key drop deliveries and a temperature recording method for key drop deliveries (5 pts)
4. References - Average point scores of top 2 references (5 pts)
5. Mandatory
  - a. HACCP Plan with Certification
  - b. Refrigerated truck
  - c. Required forms returned

## **ORDERING**

Cafeteria managers or their designee will place produce orders by phone, fax, email, or electronically via website, to the successful respondent by the agreed upon day each week for delivery the following week.

## **DELIVERIES**

A list of schools, addresses and phone numbers will be furnished to the approved respondent. School system calendars will be provided to the successful respondent. Each school will have a minimum of one delivery per week; however pricing is requested for two times per week to evaluate if cost prohibitive. Walker County Schools and approved respondent may agree on more/ and or less deliveries per week.

**\*\*\* Scope of Work for Catoosa County and Chickamauga City should be coordinated with each systems School Nutrition Director. See the contact information above (Under Awarding of RFP).**

Produce deliveries shall be made to each school between the hours of 6:30 a.m. and 1:00 p.m. during the school year, or other time if mutually agreed upon by school nutrition Coordinator and respondent. Deliveries are to be placed inside the kitchen as designated by the cafeteria manager or their designee. **Under no circumstances will payment be made for produce left on the loading dock or not properly received by an authorized person.** Any exceptions to delivery procedures, such as a night or weekend delivery or different time, must be made and approved by Michelle Coker, School Nutrition Coordinator. **Initial orders for produce shall be sent from SNP office on/or around July 18, 2018 for deliver. The successful respondent MUST be able to deliver to all sites on or around August 1<sup>st</sup>, 2018. A list of schools for each district with address, phone number, manager's name, and email addresses, along with school system calendar, will be provided to successful respondent.**

Respondents must adhere to the delivery schedule except when school is closed. If this occurs due to bad weather, etc., respondent will contact the SNP office for alternate delivery dates.

An authorized employee from each school kitchen shall carefully check all deliveries against the order, for quality, quantity and food safe temperatures before receiving the delivery for payment. If the delivery occurs during serving, the carrier must be prepared to wait until an authorized person is available to receive the shipment. Please advise carriers for such so that adequate time for delivery is scheduled.

All merchandise must be fresh and in good condition upon delivery. Pre-cut items will have a pack date and anticipated shelf life of 7 days or more upon delivery.

Items delivered to the lunchrooms shall be placed by the vendor in the storage area or cooler as designated by the School Nutrition Manager.

The vendor agrees to be responsible for damage to the storage area, building, and grounds that are a direct result of carelessness of the delivery person.

The Walker County Board of Education reserves the right to reject the use of any equipment by a carrier if it is not in clean, sanitary condition suitable for hauling of all goods. Carrier shall utilize only properly insulated, mechanical or thermostatic temperature control refrigeration equipment. Such equipment must be capable of maintaining temperature (32 to 40 degrees) to protect the product.

**Damaged or poor quality merchandise and/or unapproved substitutes will not be accepted during delivery. These items must be exchanged or delivered within 24 hours of original delivery when approved by the cafeteria manager. Respondent must resolve credits and reflect resolution on statement for that month.**

### **UNIT PRICE PREVALIS**

Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern. Please include with the quotation and agreement how you propose to invoice items that are not full cases, such as carrots, celery, cucumbers, lemons, bell peppers, onions, radishes, etc.

### **EMERGENCY DELIVERIES**

Occasionally school emergencies will arise that will require delivery of merchandise at unscheduled times. It is required that the approved respondent be able to meet these demands when they occur.

### **INVOICES**

At the time of delivery to the schools, two (2) copies of the vendor's invoice must be left with the foodservice manager. Signature of the manager must be secured to validate delivery. Bills are paid on a signed invoice. In the event of errors, the vendor must contact the foodservice manager and state details of the error. Each invoice must include the following information:

- a. Billed to:  
Walker County School Food Services  
P.O. Box 29  
LaFayette, Georgia 30728
- b. Name of receiving school
- c. Listing of items delivered
- d. Price of items delivered

**\*\*\* Invoicing for Catoosa County and Chickamauga City should be coordinated with each systems School Nutrition Director. See the contact information above (Under Awarding of RFP).**

### **PAYMENT**

Payment will be made monthly when receiving has been documented and the paperwork necessary to complete the transaction has been received. Statements and any correspondence regarding payment should be sent to the respective SNP's.

The respondent will provide two invoices for each individual school as orders are delivered. All invoices must be fully itemized, showing unit and extended cost. Invoices must have an invoice number and show the date of receipt by the School System. If there is a shortage or error in goods received, as determined by the Cafeteria manager or the SNS Bookkeeper, payment will be adjusted accordingly.

### **SUBSTITUTIONS**

Substitutions are strongly discouraged and shall not be made without the prior consent of the school nutrition Director. All substitutions must be of high quality and in good condition.

### **TOBACCO FREE ENVIRONMENT**

The use of any form of tobacco is strictly prohibited on all campuses of Walker County Schools.

### **QUANTITIES BASED ON ESTIMATED ANNUAL EXPENDITURE**

Annual case counts of products by schools are offered as estimated guidelines and are not binding agreements. Also, respondents should take into consideration that at some point the school nutrition program may participate in the DOD/FFAVORS Fresh Produce program to the fullest extent possible. Therefore any quantities provided as part of the proposal package are estimates and may fluctuate depending on DOD/FFAVORS fund availability.

### **FARM TO SCHOOL**

Walker County Schools will give preference to the respondent who will agree to search out and offer locally grown and produced, fruits and vegetables for use by Walker County Schools. In addition, Walker County Schools requires short biographical information on the farms producing these items for educational purposes. "Locally grown" means items grown/produced in Georgia and states that touch Georgia.

From time to time school systems have a limited opportunity to purchase a limited amount of local produce that they reserve the right to do.

### **FRESH FRUIT & VEGETABLE PROGRAM**

Systems have the capabilities to apply for a fresh fruit and vegetable grants. When awarded they must order a variety of fresh fruits and vegetables. Sourcing, availability and identification of unique product will be needed.

### **RELEASE FROM CONTRACT**

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

## GENERAL TERMS AND CONDITIONS

*This contract between the Walker County Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.*

### **I. DEBARMENT AND SUSPENSION VERIFICATION**

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

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or 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.

### **II. CONTRACT TERM CLAUSES**

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

#### **Contract Renewal.**

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

#### **Contract Extension.**

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

### **III. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CLAUSES**

#### **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 proposal 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 Walker County Board of Education law or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the School Food Authority reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, Evans County Board 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 Walker County Board 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 Walker County Board 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 for Convenience.**

Following thirty (30) days' written notice, the School Food Authority may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of

invoices and proper proof of claim, for goods and services provided under the Contract to the School Food Authority up to and including the date of termination.

**e. Termination Due to Change of Law.**

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

- (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. This provision in no way limits the remedies available to the School Food Authority under the Contract in the event of termination. The School Food Authority shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**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

**IV. CLEAN AIR/ CLEAN WATER STATEMENT**

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

**V. CIVIL RIGHTS STATEMENT**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

**VI. RECORD RETENTION AND ACCESS CLAUSE**

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

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

**VII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

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

**VIII. ENERGY POLICY AND CONSERVATION ACT STATEMENT**

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

**IX. PROPOSALS PROTEST PROCEDURES**

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Walker County School Superintendent. Damon Raines will be the acting protest official of the Board/SFA at Walker County Schools, LaFayette, Georgia. The protest shall be filed no later than ten (10) days from the award notice.

A protest shall include:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the purchasing agency and the solicitation or contract number;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested.

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

**X. AWARD TO MOST RESPONSIVE, RESPONSIBLE PROPOSER**

The Walker County Board of Education reserves the right to award to the most responsive, responsible Proposer. This may result in awards to other than the lowest price proposer, or to reject any and all proposals, if such action would result in the "best value" for the Walker County Board of Education.

**XI. NON-COLLUSION STATEMENT**

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

**XII. COPYRIGHTS AND PATENTS**

The Contractor shall report to the Contracting Officer, 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.

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, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts that are expected to exceed the simplified acquisition threshold.

**Patent Indemnity.**

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. 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 regulations to participate in its defense. Further, this indemnity shall not apply to:

- (i) 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 or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
- (ii) 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
- (iii) 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, Materials, and Goods Purchased.**

Contractor represents and warrants that any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States. As a "work made for hire", all

copyright interests in said works will vest in the Department or School Food Authority upon creation of the copyrightable work. If any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases, or other material which produced under or as a result of this Contract are deemed by law not to be "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to the Department or School Food Authority. The Contractor shall ensure that all papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are clearly marked with a copyright notation indicating the Department or School Food Authority as the sole copyright owner. All rights and ownership of materials produced under or as a result of this Contract shall become the property of the Department or School food Authority upon payment of consideration specified herein. All papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material prepared or prepared by the Contractor under the terms of this Contract shall be delivered to, become and remain the property of the Department or School Food Authority upon termination or completion of this Contract.

The Department's requirements and regulations are applicable pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract and requirements and regulations pertaining to copyrights and rights in data.

### **XIII. LOBBYING CERTIFICATE**

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 under-signed, 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 for 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.

**A Lobbying Certification and Disclosure must be completed for all proposals \$100,000 and over. Please see and complete Attachment D**

#### **XIV. CODE OF CONDUCT**

The Purchasing Department staff or any other employee of the Board of Education shall not use their authority or office for personal gain and shall seek to uphold the standing of the purchasing profession by:

1. Maintaining an unimpeachable standard of integrity in all their business relationships both inside and outside the organizations in which they are employed;
2. Fostering the highest standards of professional competence among those for whom they are responsible;
3. Optimizing the use of resources for which they are responsible, so as to provide the maximum benefit to the Board of Education;
4. Rejecting and denouncing any business practice that is improper.

In applying these precepts, employees should follow the guidance set out below:

1. Declaration of Interest - Any personal interest which may either impinge or be deemed by others to impinge on employees' impartiality in any matter relevant to their duties should be declared to their employer.
2. Confidentiality and Accuracy of Information - The confidentiality of information received in the course of duty must be respected and not used for personal gain. Information given in the course of duty should be true and fair and not designed to mislead.
3. Competition - The Board of Education maintains some advantage by continuing relationships with suppliers. However, any arrangement which might, in the long term, prevent the effective operation of fair competition, should be avoided.
4. Business Gifts - To preserve the image and integrity of both the employee and the Board of Education, business gifts should be never be accepted.
5. Promotion or Sale of Materials - With the exception of properly executed sales of surplus property including furniture, equipment, textbooks and vehicles, no employee or agent of the Board of Education shall, for compensation of any kind, promote, offer for sale or sell, directly or indirectly, any books or other teaching or learning materials, equipment, furniture, or other articles purchased by the Walker County School System, to the Board of Education, staff, parent, or student enrolled in the school system.

Purchases from Board of Education members or companies in which the Board of Education member or a member of his immediate family has a controlling interest (51%) are prohibited. Purchases from employees or companies in which the employee, spouse, or children have a controlling interest (51%) and are in a procurement decision making role are prohibited. Purchases from companies in which a member of an employee's immediate family, other than spouse and children, has a controlling interest are permitted if the employee is not involved in a decision making role.

#### **XV. DUTY TO EXAMINE**

It is the responsibility of each Contractor to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

#### **XVI. EXCEPTIONS TO TERMS AND CONDITIONS**

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

PROPASAL RESPONSE FORM

**WALKER COUNTY SCHOOLS  
PRODUCE**

We have carefully examined and agree to abide by the general terms and conditions and related documents in furnishing to the Walker County Board of Education INVITATION TO BID ON FRESH PRODUCE RFP #19-10.

**We propose to enter into a contract to furnish and deliver the items as specified at vendor's cost plus a fixed rate fee of \$\_\_\_\_\_ per case for weekly deliveries and \$\_\_\_\_\_ per case for bi-weekly (2 times per week) deliveries (Please do not use percentage) the period stipulated.**

Termination of this contract will be immediate if the contractor fails to meet the requirements established herein. Any other termination shall be accepted only upon the written agreement of both parties.

It is understood that the items in this bid are to be delivered to three sites total which consists of five schools throughout the system.

It is understood that the School Nutrition Program Director or designee may inspect the invoices, canceled checks or paid receipts of the vendor whenever desired.

Please sign and return this page.

---

Signature of Representative

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Name of Company

---

Address

---

City, State, Zip Code

---

Telephone

---

Email address

---

Date

**RESPONDENT INFORMATION**

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**WALKER COUNTY SCHOOL SYSTEM**  
LAFAYETTE, GEORGIA  
BUSINESS SERVICES OFFICE

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
ACT  
OCGA 13-10-91**

**TO ALL PROSPECTIVE RESPONDENTS:**

If you are providing service, performing work or delivering goods to the Walker County Schools including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid proposal. Failure to provide this document with your bid proposal will result in the disqualification of the proposal.

- 1) The Walker County Schools shall comply with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-91 et. seq.,
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-91 et. seq., the **Respondent must initial** one of the sections below:

*Initial here - \_\_\_\_\_* Respondent has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor as set forth as Rule 300-10-1-.01 et. seq.

**OR**

*Initial here - \_\_\_\_\_* Respondent represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-91 et. seq. and thus does not have to comply with the foregoing Georgia law.

- 3) *In the event that the respondent employs or contracts with any subrespondent in connection with a covered contract the respondent will secure from the subrespondent attestation of the subrespondent's compliance with O.C.G.A. 13-10-91 et seq. and Georgia Department of Labor Rule 300-10-1-.02 by the subrespondent's execution of the subrespondent affidavit shown in Georgia Department of Labor Rule 300-10-1-.02 or a substantially similar affidavit.*
- 4) Respondent agrees that, in the event the (insert your company's name)  
\_\_\_\_\_  
employs or contracts with any subrespondent in connection with the covered contract under O.C.G.A. 13-10-91 and DOL Rule 300-10-1-.02, that the (insert company's name)  
\_\_\_\_\_

will secure from each subrespondent the employee-number applicable to the subrespondent.

- 5) Respondent agrees to provide Walker County Schools with all affidavits of compliance as required by O.C.G.A. 13-10-91 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**WALKER COUNTY SCHOOL SYSTEM  
LAFAYETTE, GEORGIA  
BUSINESS SERVICES OFFICE**

**RESPONDENT AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned respondent verifies its compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Walker County Schools has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subrespondent(s) in connection with the physical performance of services pursuant to this contract with the Walker County Schools, respondent will secure from such subrespondent(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subrespondent Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Respondent further agrees to maintain records of such compliance and provide a copy of each such verification to Walker County Schools at the time the subrespondent(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program \*User Identification Number

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized  
Officer/Agent of Respondent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

**SUBSCRIBED AND SWORN BEFORE ME ON THIS**

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**CONTRACT AGREEMENT  
TO PROVIDE FRESH PRODUCE  
TO WALKER COUNTY SCHOOLS FOR THE 2018-2019 SCHOOL YEAR**

As representative of (Company Name) \_\_\_\_\_ I have carefully examined and fully understand the General Terms and Conditions for supplying Fresh Produce to Walker County Schools.

I do solemnly affirm that all products represented by my signature on this document comply with and meet or exceed in every respect, the conditions and specifications outlined in this proposal. In addition, I, nor the firm, corporation or partnership represented by my signature on this proposal, nor anyone acting for any such firm, corporation or partnership have communicated directly or indirectly concerning this proposal to any competitor or any other person engaged in such line of business, nor have I entered into collusion with other prospective respondents in restraint of freedom of competition by agreeing to quote a fixed price or to refrain from proposing or otherwise.

I fully understand that the company represented by my signature will be responsible to furnish and deliver all products awarded by Walker County Schools from this proposal to the designated locations, during the 2018-2019 school year, at the proposal price:

Market Cost plus a Fixed Fee for the following items:

- Propose your fixed fee by unit of item. (Please Note: The Respondents Fixed Fee will be added to the respondent's net cost of each item not to exceed the price shown in the Wednesday USDA Market for Atlanta report published each week prior to delivery).
- All invoices and records as required by Walker County Schools will be made available for audit as specified.
- Thirty days written notice will be provided to Walker County Schools in the event this contract must be terminated. In addition, it is understood that termination of this contract will be immediate by Walker County Schools if failure to meet the General Terms and conditions as stated in the Invitation to Bid occurs.
- The prices quoted on this proposal are firm through this proposal period of July 1, 2018 – June 30, 2019. It is understood that Walker County Schools reserves the option to renew this bid annually (initial proposal year plus 4 years) if it is agreeable to both parties.

Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(Use Ink)*

Representative's Name  
and Title *(Use Ink)* \_\_\_\_\_

Respondent Name \_\_\_\_\_

Respondent Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**WALKER COUNTY SCHOOLS  
U.S. DEPARTMENT OF AGRICULTURE**

**Debarred, Suspended, and Ineligible Status**

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

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Organization Name

---

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

---

Signature(s)

---

Date

**REFERENCE SHEET**

Must be completed by all firms and returned with the Request for Proposal response. References must be from customers (at least three (3) public school systems in Georgia) for whom your firm has provided a similar scope of work during the past twenty-four months.

1. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed

2. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed

3. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed

4. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed

5. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed

## RFP CHECKLIST

### RESPONDENT'S CHECKLIST

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

SUBMITTAL NO.: \_\_\_\_\_  
\_\_\_\_\_

#### PROPOSAL SUBMISSION

By submitting a response to this RFP, the respondent is acknowledging that the respondent:

- Has read the information and instructions,
- Agrees to comply with the information and instructions contained herein.
- Agrees to send 1 original and 2 copies

All proposals shall be placed in a sealed envelope, and will consist of a technical and a cost proposal which is to be separated in inner envelopes. The front of the envelope shall be clearly labeled as follows:

Walker County Schools  
**ATTN: Michelle Coker**  
**Walker County Produce RFP #19-10**  
Walker County School System  
201 South Duke Street  
LaFayette, GA 30728

Submit Cost Proposal in one inner envelope.  
Submit Technical Proposal in separate inner envelope.

Checklist:

- By submitting a response to this RFP, the respondent is acknowledging that the respondent:
- Has read the information and instructions,
  - Agrees to comply with the information and instructions contained herein.
- One original and (2) copies - of all information requested have been provided.
- One original and (2) copies of the price submittal have been provided.
- The submittal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this submittal that would have the submittal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- We are HACCP certified.

- Circle how orders can be sent: electronic from website, email, fax.
- We have refrigerated trucks with a separate unrefrigerated section.
- We agree to source and provide local farm to school produce as an option, local meaning Georgia or states that touch Georgia.

---

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

---

SIGNATURE OF PERSON COMPLETING CHECKLIST

---

DATE

---

(COMPANY FEDERAL ID NUMBER)

---

(COMPANY E-MAIL ADDRESS)

---

(COMPANY NAME)

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE SUBMITTAL  
RETURN WITH SUBMITTAL**

## EVALUATION CRITERIA – MATRIX 1

The following matrix will be applied when evaluating proposal responses.

**BID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**VENDOR** \_\_\_\_\_

Evaluation Criteria	Maximum Points	Points Earned
<b>Financial</b>		
Fixed Fee Price	52	
<b>Technical</b>		
Handling of Bills and Credits	5	
Ordering Options	5	
Years in business & Experience in Schools	3	
Farm to School	5	
<b>Service</b>		
Return Procedures for Quality Issues, Emergency Deliveries and Cancellation Plan	10	
Timely Delivery Plan & Delivery 2 Times a Week	10	
Bonded for Key Drop Deliveries & Temp Recording Method Key Drop Delivery	5	
<b>Reference Checks</b>	5	
<b>Total</b>	<b>100</b>	
HACCP Plan with certification	Yes/No	
Refrigerated truck with unrefrigerated storage	Yes/No	
Required forms returned	Yes/No	
<b>TOTAL POINTS EARNED</b>		

The lowest viable proposal's cost to the school system will be awarded the full 52 points. All other acceptable proposals will receive a prorated score using the following formula:

Lowest Proposal cost ÷ Cost of Vendor Proposal being adjusted x 52 (maximum number of points) = assigned cost of program points for the proposal adjusted.

## VENDOR REFERENCE EVALUATION - MATRIX 2

RFP \_\_\_\_\_ DATE \_\_\_\_\_

VENDOR \_\_\_\_\_

PERSON INTERVIEWED \_\_\_\_\_

How long have you used this vendor's services? \_\_\_\_\_

QUESTIONS ON A SCALE OF 1 TO 5 WITH 5 BEING THE HIGHEST...	RESPONSE	POINT SCALE 1 - 5
What is your overall satisfaction with the quality of the fresh produce?		
Do they provide multiple ordering options that fit your needs?		
When delivered are products according to your orders and within proper temperatures range?		
What is your overall satisfaction with their service and delivery times?		
Are invoices provided according to procedure and timely?		
When errors or lack of products occur are they corrected promptly?		
If drop key deliveries are approved is your drop key delivery procedure followed?		
Are locally grown products available and easily identified with this vendor?		

Do they provide adequate information with product recalls?		
Would you use this vendor again?		
Identify any additional comments		n/a
TOTAL POINTS – POSSIBLE 50 POINTS		
TOTAL POINTS DIVIDED BY 10 – TRANSFER THIS TOTAL TO MATRIX 1		

**\*\*\*Each reference sheet will be totaled and then divided by 10. The total points ranging from 0 to 5 will be transferred from Matrix 2 to Matrix 1 under reference evaluation.**