

**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 19-09
INTEGRATED PEST MANAGEMENT
PROGRAM**

Issued on: June 2018

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INTRODUCTION

The Walker County Board of Education School Nutrition Department requests proposals for an Integrated **Pest Management Program** for use at our schools. The program must be in accordance to the Georgia Department of Agriculture.

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.

All proposals accepted must be sealed with the envelopes marked “**RFP # 19-09, Pest Control Services.**” For mailing purposes, please address your proposal to Walker County Department of Education, 201 South Duke Street, PO Box 29, LaFayette, Georgia 30728. **Attn: Michelle Coker, Food Service Coordinator**

Proposals may be hand delivered to the Walker County Food Service Department at 201 South Duke Street, LaFayette, Georgia 30728, where the proposal will be received on **Wednesday, July 11, 2018 at 1:00 p.m. Eastern Time.**

The **RFP opening** will be **Wednesday, July 11, 2018 at 1:00 p.m.** in the Walker County Department of Education Boardroom.

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 accept or reject any or all proposals and to waive any formalities. Your interest and participation are solicited and appreciated.

If you have any questions concerning this RFP please contact Michelle Coker at (706) 638-7971

Sincerely,

WALKER COUNTY SCHOOL DISTRICT
Michelle Coker
School Nutrition Coordinator

CALENDAR OF EVENTS

ACTION

DEADLINE

Issuance of Request for Proposal (RFP)

June 20, 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 11, 2018 by 1:00 pm EST

Evaluation Period

July 11 - 13, 2018

Board Approval of Recommendation

July 16, 2018

**WALKER COUNTY BOARD OF EDUCATION
SCHOOL NUTRITION**

TO ALL PROSPECTIVE PROPOSERS:

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 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 the RFP or by returning the form below) over a period of one (1) year will be removed from the current list.

It is not necessary to return this form, the Terms and Conditions of this, 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 participate in the 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

“NO RFP” REPLY FORM: PEST CONTROL RFP # 19-09

If you do not wish to respond to the attached 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 21, LaFayette, Georgia 30728.
Fax: (706) 638-1289.

I do not wish to submit a quotation on this 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: _____

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 Walker County 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. Quotes containing provisions for late or interest charges will not be considered.
6. Walker County Schools reserves the right to amend this Request for Proposal prior to the due date.
7. 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.
8. 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:

Respondent Signature

Date

WALKER COUNTY TERMS & CONDITIONS

The Board reserves the right to reject any and all RFPs in whole or in part and to accept the RFPs that in its judgment will be in the best interest of the Board. The Board reserves the right to waive the formalities to RFP opening and awarding. Price alone will not be the determining factor. RFPs are also awarded on basis of quality of products, availability, delivery, and service.

ACCESS TO FILES:

Proposers may examine price files during normal working hours. Non-Proposers 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 Proposers.

ADVERTISING AND PROMOTION OF CONTRACT:

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.

CONFLICT OF INTEREST:

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:

- a. An employee, officer, or agent of the local school system.
- b. Any member of the immediate family of the above named persons.
- c. The partner of any of the above named persons.

CORRECTIONS:

All prices and notations must be in ink (blue ink is preferred) or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the crossed out error. **Any correction shall be initialed in ink by the person making the correction.** All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and shall be printed in ink or typewritten.

RESPONSIBILITY:

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

TAX EXEMPTION:

The Walker County Board of Education is not subject to taxation; therefore, upon request a tax exemption certification will be furnished.

FINANCIAL STATEMENT:

The Walker County Board of Education reserves the right to require any Proposer to submit a financial statement or rating.

BILLING

Invoices – Invoices shall include all locations serviced and be submitted to:

Walker County Department of Education
School Food Services
P.O. Box 29
LaFayette, GA 30728

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.

PRE-QUALIFICATION

All time and material contractors must submit documentation for pre-qualification. Companies not pre-qualified to do work for the Walker County Board of Education **will not** be considered for award of this work.

CONDUCT OF CONTRACTOR EMPLOYEES

Although most work will be done during the summer months, there may be students on the school grounds participating in extra curricular activities. Therefore, technicians used for this work must be of the highest integrity. The contractor must assume all responsibility and financial liability for the actions of their employees while on school property.

TOBACCO / DRUG USE PROHIBITION

The Walker County Board of Education (“Board”), in accordance with the “Georgia Smoke Free Air Act of 2005 prohibits students, staff members, school visitors, or volunteers to possess or use any tobacco / drug product at any time, including non-school hours, 24 hours per day, seven days per week.

INSURANCE

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.

GUARANTEE

All work shall be guaranteed by the Contractor as required in the Specifications Section of this contract.

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.

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

Respondent Signature

Date

PROPOSAL REQUIREMENTS AND EVALUATION

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 1:00 PM EDT, July 13, 2018. All copies must be in a sealed envelope with the words: **"Pest Control RFP 19 -09; Attention: Michelle Coker"** in the lower left corner.

The Sealed Proposals will be opened on July 11, 2018 at 1:00 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. 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. Price (51pts)
 2. Technical
 - a. Handling of bills and statement (4pts)
 - b. Monthly invoices states all required information – Send as example (5pts)

- c. Years in business and experience with schools (5 pts)
- d. Method(s) of validation of service (7pts)
- 3. Service
 - a. Service schedule for at least 3 months (4pts)
 - b. Return treatment procedures for quality issues, emergency situations and breaks in the school schedule (10 pts)
 - c. MSDS Sheets for all chemicals be used (4pts)
 - d. Bonded for treatments outside the school day (5 pts)
- 4. References - Average point scores of top 2 references (5 pts)
- 5. Mandatory
 - a. Georgia License
 - b. Required forms returned

Evaluation Criteria	Points
Financial	
Price	51
Technical	
Handling of Bills and Statements	4
Monthly Invoices with Required Information	5
Years in business & Experience in Schools	5
Validation of Service	7
Service	
Service schedule for at least 3 months	4
Return Procedures for Quality Issues, Emergency Situations and School Breaks	10
MSDS Sheets for all Chemicals Used	4
Bonded for Treatments Outside of School Days	5
Reference Checks	5
Total	100
Georgia License	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

In ½ page or less give us background information on your company, including financing rating available.

Describe in ½ page or less your billing and statement procedure.

Provide an example of a service invoice.

How long have you been in business? _____

Have you done business with other school systems?

Yes _____ No _____

Provide a service schedule for at least three (3) months.

Treatments are completed after school nutrition hours, describe in a ½ page or less what proof and/or validation of service is left at each school.

Describe in one (1) page or less what is your procedures are for return for quality issues, emergency situations and school breaks.

Provide copies of the MSDS sheets for all chemicals used during service.

Are you a bonded company which would allow for after school hour service?

Yes _____ No _____

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 Georgia licensed? Please send a copy.

Yes _____ No _____

Name of Company Representative (Please Print)

Signature of Respondent

Name of Company

Address

ATTACHMENT A

WALKER COUNTY BOARD OF EDUCATION

SPECIFIC REQUIREMENTS FOR PEST CONTROL SERVICE CONTRACT

A. SCOPE OF WORK

1. This contract is for a complete integrated pest management service to all food service facilities within each of seventeen (17) locations of the Walker County School System. The program must be in accordance to Georgia Department of Agriculture. More specifically, this will include:
 - a. All kitchens, food preparation and food storage areas.
 - b. All food serving areas, dining rooms and cafeterias that are next to and are an integral and contiguous part of the kitchen/food preparation area.
 - c. All rest rooms, washrooms, offices, storage areas, vending machines and other facilities that are an integral part of the kitchens, food preparation or food serving areas.
 - d. All furniture and equipment within the kitchen, food preparation, and food serving areas.
 - e. Perimeter treatment of all outside wall areas (4' – 6' wide) next to kitchens, food preparation and food serving areas.
2. This contract does **not** include:
 - a. Classrooms, hallways, offices, restrooms, break rooms and other areas and facilities that are not an integral part of the kitchens, food preparation or food serving facilities.
 - b. “Commons” type areas that are used for a variety of functions, including serving lunch (most high schools).
 - c. Outside areas other than perimeter treatments as required in Paragraph A. 1. e. above.
 - d. Wood destroying organisms.
 - e. Control by fumigation.
3. Regular, indoor service to the contract designated areas of each location will be provided on a monthly basis. In addition, call back service must be provided at any time during the agreed upon work day at the request of the location’s representative(s) at no additional cost.
4. The contractor shall provide labor, materials, equipment and services to complete all required work. Compensation will be made as shown on the RFP Proposal.
5. RFPs for this work shall be valid for the period of July 1, 2018 through June 30, 2019. Upon acceptance by the Walker County Board of Education, with a mutual option to renew the proposal up to four (4) times if agreeable to both the successful vendor and WCSD. Renewal periods if approved will cover period July 1 through June 30, of the appropriate year(s).
6. If, at any time, the school’s representative is not satisfied with the quality of the work or service provided, this contract may be terminated upon thirty (30) days written notice to the contractor, without any liability or obligation on the part of the Walker County Board

of Education. In this event, no compensation will be made to the contractor for the unserved time remaining on the contract.

B. GENERAL WORK REQUIREMENTS

1. All work shall be done in accordance with instruction from the Owner's representative, the Coordinator of School Food Services for the Walker County Board of Education, or her designee.
2. Workmanship shall be of good quality and be in accordance with or above the standards of the pest control industry.
3. All workers shall meet the approval of the Owner's representative. The contractor shall remove or cause to be removed any work person that the Owner's representative, or his designee, deem unsuitable.
4. The contractor shall provide the number of qualified technicians required to complete the work in accordance with this contract.
5. Work must be completed according to a schedule that meets the needs of the Walker County Board of Education. Any company that cannot meet the Board's scheduled requirements will be relieved of responsibility for this contract, (i.e. Walker County Board of Education has the option to use another contractor if the approved company cannot meet our schedule).
6. **The contractor shall provide a written list of scheduled on-site visits for each quarter of this contract.**
7. The Walker County Board of Education will assign an employee to monitor the work required by this contract. This person will be in charge of the work for the School System and serve as the coordinator between the School System and the contractor.

C. PESTICIDE APPLICATIONS AND SERVICE PROCEDURE

1. All pesticides must be applied in accordance with their labels and all work performed in accordance with Federal and State of Georgia laws, rules, and regulations. **Provide** a set of color – coded material Safety Data sheets on all pesticides to be used.
2. Pesticides that are classified as highly toxic and restricted will not be used under any circumstance.
3. The Integrated Pest Management approach must be used to the maximum extent feasible.
 - a. Each service visit must include a thorough inspection of all areas covered by this contract to detect the presence of pests and conditions conducive to pest infestations. (see items C. 6 and 7.)
 - b. Except for registered rodent baits, pesticides may be applied indoors **only** for the control of **known** pest infestations. Other “preventive” pesticide application is not permitted. However, **limited crack and crevice** applications of pyrethrin may be used as a flushing agent during inspections.

- c. Pesticide selection – When selecting a pesticide to control a pest population, safety, together with the ability of a pesticide to effectively control the pest, must be given priority over pesticide cost. Thus, pesticides such as baits, pyrethrin, synthetic, insect growth regulators, and encapsulated products must be used indoors.
 - d. Every effort must be made to control rodents with glue boards, live catch traps, and other non-pesticide methods. However, anticoagulant baits may be used if necessary. Rodent baits, when used, must be placed in tamper resistant bait boxes that are not accessible to students.
 - e. All pesticide applications must be made during daylight hours when classes are not in session. This will normally be in the afternoons between 3:00 – 6:00 p.m. It will be the responsibility of the contractor to schedule visits directly with each school’s administrative office and food service manager at a mutually agreeable time.
4. An outside perimeter band, 4 – 6 feet wide, adjacent to walls of the contract areas must be treated at least once every three (3) months with an encapsulated, residual type pesticide.
5. If a pest infestation develops that cannot be effectively controlled by the methods, materials, and formations specified in this contract, the contractor must contact the Coordinator of Food Services of the Walker County Board of Education for further instructions and referral to the appropriate person.
6. Service Report – A written service report must be prepared for each visit to each school, and must include the following information:
 - a. Name of location
 - b. Date of visit
 - c. Time of arrival and departure
 - d. Name of technician
 - e. Brief description of service provided (inspection, perimeter treatment, C & C treatment for pest), application of rodent baits, traps (type), etc.
 - f. Names and amounts of any pesticides used (including pyrethrin for inspection – if any)
 - g. Any actual pest sightings
 - h. Persons contacted (if any)
 - i. Conditions that are contributing to a current pest problem or that may be conducive to future infestations (maintenance, sanitation, etc.)
 - j. A copy of this report must be left with the Food Service Manager or at each school serviced.
7. Pest Sightings Log – Since there may be no food service employees present during the service visit, a pest sightings log must be posted for use by food service personnel. The pest control technician must review the log prior to beginning each service. The log sheet must include the following information:
 - a. Name of location
 - b. Date of pest sighting
 - c. Time of pest sighting
 - d. Type of pest
 - e. Specific location

f. Name and telephone number of person making observation
The servicing company may copy and use the attached Pest sightings Log form or their own company form provided it contains the above information.

D. TOOLS, EQUIPMENT AND COSTS

1. The contractor shall have the tools, power equipment and supplies necessary to perform the required work in accordance with this contract. Charges for the use of contractor-owned equipment and supplies used, if any, shall be included in the contract price.
2. All insurances, labor, overhead and other costs shall be included in the contract price.

E. SUB-CONTRACTORS

Subcontracting is not permitted. All technicians designated certified operators, supervisors, and other employees performing, managing or supervising work done on property of the Walker County Board of Education must be bona fide employees of the company submitting the successful RFP.

F. RFP PROCEDURE

1. The 17 locations included in this contract are:
 - a. Chattanooga Valley Elementary School
 - b. Chattanooga Valley Middle School
 - c. Cherokee Ridge Elementary School
 - d. Fairyland Elementary School
 - e. Gilbert Elementary School
 - f. LaFayette High School
 - g. LaFayette Middle School
 - h. LaFayette Academy
 - i. Naomi Elementary School
 - j. North LaFayette Elementary School
 - k. Ridgeland High School
 - l. Rock Spring Elementary School
 - m. Rossville Elementary School
 - n. Rossville Middle School
 - o. Saddle Ridge K-8
 - p. Stone Creek Elementary School
 - q. Advancing Education Center
2. Proposers must submit a RFP for all food service facilities of the Walker Board of Education
(17 locations).
3. The RFP price will be the annual cost for treating each school's food service area on a monthly basis. One twelfth (1/12) of the annual cost may be billed to the Walker County Board of Education each month provided all contractual services have been completed.

G. BILLING

1. Invoices – Invoices shall include all locations serviced during the previous month and be submitted monthly to:

Walker County Department of Education
School Food Services
P.O. Box 29
LaFayette, GA 30728

2. Record Submittals – All payment invoices must include work orders or other suitable records showing the following information for each location serviced:

- a. Name of location serviced
- b. Date serviced
- c. Time of service
- d. Name of Pesticide(s) used (if any)
- e. Amount of pesticide(s) used (if any)
- f. Pest sightings (if no live pests were observed, records must specifically indicate such)
- g. Conditions conducive to pest infestations

H. COMPLETION TIME

All work is to be completed as specified elsewhere in the Contract Documents.

I. CLEAN-UP

The areas of work shall be left in a clean condition. All debris and pesticide containers shall be removed from the premises.

J. EXISTING CONDITIONS

The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given any claim based on lack of knowledge of existing conditions.

K. DAMAGE BY CONTRACTOR

Any damage done by Contractor personnel to any part of the school grounds, buildings, equipment, furniture, fixtures or any items owned by the school System shall be repaired or replaced, at no cost, to the Walker County Board of Education.

L. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining all permits and licenses and shall pay all fees required by the various governmental agencies in connection with this work.

Copies of all permits and licenses should be sent with contract.

M. WORKMANSHIP

All work shall be done in a professional manner and must comply with all federal, state, county and city codes including fire safety codes. All work requiring licensed, certified, registered or other accredited personnel by code or regulation shall be done only by registrations or accreditation.

N. INSPECTION OF WORK

Under the contract, the Contractor has assumed the responsibility of furnishing all services, labor, materials, and equipment for the entire work in accordance with such documents. Any inspection of the work by the Board or any representative of the Board shall, in no way, affect said responsibility and undertaking of the Contractor; nor shall the failure of any of the foregoing to discover or to bring to the attention of the Contractor the

existence of any work or materials not in accordance with said documents in any way affect such obligation of the Contractor of the rights and remedies of the Board.

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.

**RFP FORMS FOR
WALKER COUNTY BOARD OF EDUCATION
SCHOOL FOOD SERVICES**

PEST CONTROL RFP

NUMBER 19-09

**June 29, 2018
1:00 P.M.**

Quotation By: _____

Return these pages to Walker County Schools

PROPOSAL RESPONSE FORM

Quote monthly cost per site \$ _____

Annual cost for seventeen (17) food service sites \$ _____

CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing Pest Control Services and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by the School Nutrition Director. In the event vendors fail to comply, they will be removed from the vendors' list.

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.

Prompt payment discounts offered for payment up to thirty (30) days will be considered for the purposes of proposal evaluation.

The Walker County Board of Education reserves the option to renew the proposal up to four (4) additional years if agreeable to both the successful vendor and Walker County. Renewal periods if approved annually will cover period of July 1, through June 30, of the appropriate year(s).

Company Name	Representative's Signature (Must be signed in ink)
Address	Representative's Name (Please type or print)
City, State, and Zip Code	E-mail Address
Date	Telephone Number
Fax Number	

PRICES MUST REMAIN FIRM THROUGH JUNE 30, 2019.
Signing the Contract Agreement affirms that the original RFP document has not been altered in any way.
(For Walker County Department of Education Use Only)

Witness	Notary Public
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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) 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 Respondent

Title of Authorized Officer/Agent of

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 INTEGRATED PEST MANAGEMENT PROGRAM
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 providing an Integrated Pest Management Program 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, not 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 provide all services 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:

- 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 for the RFP 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.

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 #19-09
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 Georgia licensed.
- We bonded for treatments to be completed outside the school days.
- All chemicals used meet all regulations.

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.

RFP _____ DATE _____
 VENDOR _____

Evaluation Criteria	Points
Financial	
Price	51
Technical	
Handling of Bills and Statements	4
Monthly Invoices with Required Information	5
Years in business & Experience in Schools	5
Validation of Service	7
Service	
Service schedule for at least 3 months	4
Return Procedures for Quality Issues, Emergency Situations and School Breaks	10
MSDS Sheets for all Chemicals Used	4
Bonded for Treatments Outside of School Days	5
Reference Checks	5
Total	100
Georgia License	Yes/No
Required forms returned	Yes/No

The lowest viable proposal's cost to the school system will be awarded the full 51 points. All other acceptable proposals will receive a prorated score using the following formula:

$$\text{Lowest Proposal cost} \div \text{Cost of Vendor Proposal being adjusted} \times 51 \text{ (maximum number of points)} = \text{assigned cost of program points for the proposal adjusted.}$$

VENDOR REFERENCE EVALUATION - MATRIX 2

RFP _____ DATE _____

VENDOR _____

PERSON INTERVIEWED _____

How long have you used this vendor for 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 service?		
Do they provide service monthly and according to your schedule?		
Are invoices provided according to procedure and timely?		
When pricing errors occur are they corrected promptly?		
Do they respond for additional service due to quality issues, emergency issues and/or school break service?		
Do they charge for additional monthly needed service?		
If approved to service outside of your school day, do they provide you a procedure for validating their service?		
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 8. The total points ranging from 0 to 5 will be transferred from Matrix 2 to Matrix 1 under reference evaluation.**