REQUEST FOR PROPOSAL (RFP)

BARTOW COUNTY SCHOOL NUTRITION PROGRAM

LARGE EQUIPMENT

RFP NO. 10-2026-016

School Food Authority (SFA): Bartow County School System

Address: 65 Gilreath RD NW
Cartersville, GA 30121

REQUEST FOR PROPOSAL TIMELINE

Proposal Issue Date	2/09/2026
Final Date for Written Questions	2/24/2026
Proposal Due Date and Time	3/11/2026 4:00pm
Proposal Due Location	65 Gilreath Rd NW, Cartersville, GA 30121
Proposal Opening Date and Time	3/13/2026 @ 10:00am
Proposal Opening Location	65 Gilreath Rd NW, Cartersville, GA 30121
Award Date (per award letter and determined by State Agency approval date)	4/20/2026
Start Date and End Date: MM/DD/YYYY	4/20/2026 - 4/20/2027
Name of Awardee (completed ***after*** contract is awarded)	

INTRODUCTION

This document contains a Request for Proposal (RFP) for providing large equipment for Bartow County Schools. This RFP sets forth the terms and conditions applicable to the proposed procurement.

REQUEST FOR PROPOSAL

A. Legal Notice

Notice is hereby given that ***Bartow County Schools,*** hereinafter referred to as the SFA, intends to examine alternatives to its present large equipment purchases. The offeror to this RFP will be referred to as the Bidder.

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

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal.

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

Any contract that may arise from this RFP will be between the Offeror and the SFA and upon acceptance, this document shall constitute the Contract between the Offeror and the SFA. The Georgia Department of Education (GaDOE) is not and will not be a party to any contract between an SFA and an Offeror. The SFA has full responsibility for ensuring that the terms of the Contract are fulfilled. However, GaDOE can deny payment to the SFA if the SFA fails to ensure that all parts of the Contract are followed.

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

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

In the event of the Offeror's nonperformance under this contract or the violation or breach of the terms of this contract, the SFA shall have the right to pursue all available administrative, contractual and legal remedies against the Offeror. 2 CFR Appendix II to Part 200 (A)

B. Procurement Method

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

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

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with applicable regulations and compliance with program regulations in accordance with 7 CFR 210,215,220,245, and 250; and FNS instructions and policy, as well as 7 CFR 210.16, 210.21, 250 Sub D, 7 CFR 200.318-326, Appendix II Part 200.

Procurement must be conducted so that there is no apparent or real conflict of interest.

C. Request for Proposal Submission

Proposals will be received until **4:00 P.M. on 03/11/2026 at 65 Gilreath Rd NW Cartersville, GA 30121,** for supplying the SFA with large equipment purchases **from April of the school year of 2025 – 2026 to April of the school year of 2026 - 2027.** All proposals will be time-stamped and dated upon receipt. Any proposal submitted after the time specified for receipt will not be considered and will remain unopened.

All proposals must be submitted in a sealed envelope marked as ***School Nutrition Large Equipment Proposal, # 10-2026-016*** and also marked on the envelope with the offeror's complete return address.

Email or facsimile (fax) submissions are not allowed and will not be opened.

Two copies of Competitive Sealed Proposals are to be submitted by US Postal Service (USPS), in person or by courier service to:

Bartow County School Nutrition
Morgan West
65 Gilreath Rd NW
Cartersville, GA 30121

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

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

If additional information is requested to adequately respond to this RFP, please contact Morgan West in writing at *morgan.west@bartow.k12.ga.us.* Any additional information provided to one offeror will be available to all.

Competitive sealed proposals are subject to all conditions and specifications attached hereto.

D. Opening of Proposal:

Opening will be at 10:00AM on 03/13/2026 at 65 Gilreath Rd NW Cartersville, GA 30121 in a closed setting. Opening will not be open to the public. Proposals will not be accepted after the date and time as indicated in the RFP Timeline as the proposal due date. A State Agency (SA) representative shall accompany the opening of the proposals by means of virtual or in person avenues. No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

E. Proposal Award Criteria

Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. All proposals are to be safeguarded by the SFA. Proposals will be evaluated by an SFA committee based on the Criteria Award Table provided. Each SFA committee member will score the proposals independently before the committee identifies the most advantageous response.

The offerors will be notified after all responses have been scored as to the status of their proposals. No information is released until after the award is made.

Weighted Evaluation Criteria

The SFA must determine in advance of issuing the RFP what percentage each category below will be given when comparing proposals. SFA may amend, delete or add additional categories if needed with an overall 100 points total. A cut-off score must be pre-set by the SFA. Proposals that score under the cut-off score will not be considered for a contract and will be notified in writing. Only offerors that meet or exceed the cut-off score will enter into negotiations for a contract. The RFP must establish a level playing field for all offerors that submit proposals. Review the Criteria Award Table for the weighted percentages. They include, but are not limited to the following award criteria:

Criteria Award Table

(35) points Cost & Financial Proposal (**must be the highest points**)

(25) points Product Availability/ Quality

(20) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References

(15) points Customer Support/Help (IE. with issues such as incorrect deliveries, returns)

(5) points Accounting and Reporting Systems/ Invoice Management in timely manner (IE. Cashing checks, billing)

100 points TOTAL

F. Proposal Protest Procedures

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

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

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

The ***County*** Board of Education shall in all instances disclose information regarding protests to the State Agency.

G. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening of proposals, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by the SFA, and which will result in a binding Contract.

Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed. _______________.
(Offeror must initial and date here to show agreement)

H. Final Contract

The complete Contract includes all documents included by the SFA in the RFP and submitted by the Offeror that have been mutually agreed upon in writing by both parties (i.e., worksheets, attachments, addendums). Any renewals, amendments, or addendums to the Contract must receive written approval by both parties before executing these modifications. The approved, signed and dated contract by both parties will be kept on file for five years plus the current year by the SFA and a final copy sent to the successful Offeror to maintain on file.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

1. Bartow County School System Nutrition Department is soliciting proposals for large equipment. Preference will be given to a company/companies that provide all necessary information and meets cut-off score requirements. SFA may select multiple vendors for this RFP. Email or Fax submissions are not allowed and will not be opened.

2. All pricing options and applicable charges should be listed to ensure comparisons are fair and equitable. It is the proposer's responsibility to provide all available pricing options and list all applicable charges. **On the Attachment B Quote/Price Submission Form, proposers must price each item using the specifications stated on Attachment B Large Equipment Specification Sheet.** If the Quote/Price Submission form is altered in any way, the proposal may be rejected. If you have any other product information and/or pricing not listed on the Quote/Price Submission form, you may submit the information under Attachment D-2 Any Misc. & Additional Charges Not Listed on Quote/Price Submission Form.
3. **SFA will not be held liable to purchase all items and quantities stated on Attachment B Forms**. SFA has included Attachment B Purchase Quantity Form as a consideration for proposer, and these amounts may/can be subject to change.
4. All equipment warranties will begin after equipment has been installed and working properly as outlined by manufacturer guidelines. The manufacturer's standard guarantee shall apply. During the guarantee period, the successful proposer must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful proposer must make initial site diagnostic visit within forty-eight (48) hours of receiving notice from District. It is the proposer's responsibility of handling all contract with the manufacturer for warranty repair issues. All fees associated with the service repairs or replacement for items under warranty will be incurred by the successful proposer. **Proposer must submit a copy of warranty procedures.**
5. Deliveries may require inside delivery and lift gate truck when delivered to school locations. Equipment must be uncrated before acceptance by BCSS personnel. The successful proposer must submit delivery lead time five (5) business days after receipt of order, unless otherwise specified by the SFA at the time or purchase or if/when specialty items were purchased. Delivery time will be between 7:30 a.m. – 2:30 p.m., Monday through Friday, excluding holidays unless otherwise specified by the SFA at the time of purchase. A minimum of twenty-four (24) business hour notice before delivery is required. The successful proposer must communicate with the SFA to schedule deliveries, installations, and where necessary, removal of old equipment. Under no circumstances shall any delivery be attempted before proper clearance has been obtained. Successful proposer must notify SFA of any shipment delays and/or backorders.
6. All equipment installation to include all labor, materials, equipment, and services required to set up requisitioned food service equipment. Proposers must submit their ordering process, including lead time for deliveries. Purchase orders will include specific number of quantities as needed. Successful proposer must supply a brochure and/or operating manual describing all operating instructions required to have the equipment perform in accordance with the manufacturer's specifications. The awarded proposer will provide on-site training in equipment use at each facility for which equipment is purchased and delivered. The successful proposer must also provide instructions and codes to allow full and complete re-writability of programming.
7. The proposer or equipment manufacturer must provide in-person training and equipment service check within one (1) week of install or a mutually agreed upon date. Proposer or equipment manufacturer must provide training manuals/videos electronically; include in-person training for designated BCSS staff to include school nutrition and maintenance technicians to earn certification, if provided. Proposer must submit training information.
8. The large equipment specifications are listed on a separate document; refer to Attachment B Large Equipment Specification Sheet. It is recommended that the Proposer submit a list of parts for each brand offered. Detail the top five (5) parts that are replaced over time with information on how long

the item(s) is supported with the product, parts, and training. Information to be provided on the equipment electronic update process, notifying the SFA with equipment electronic updates. Updates must be dealt with in a timely manner to prevent downtime of kitchen operations.

9. Proposer must submit a copy of the company's return policy and procedures, including exchanges, incorrect delivery procedures, etc.
10. All invoices must be sent to morgan.west@bartow.k12.ga.us and snsap@bartow.k12.ga.us. If awarded, the proposer(s) must submit the payment information with the most up-to-date W-9. NET30/ Pay by Invoice payment method recommended.
11. Duration of Contract. Unless it is terminated, this Contract will be in effect for a period of one year commencing on ***April* 20*, 2026 and terminating on April 20, 2027*** and may be renewed for four (4) additional terms of one year each upon mutual written agreement between SFA and successful Offeror.
12. Offeror shall be an independent contractor and not an employee of the SFA, and obtain and post all licenses and permits that are required to be held under federal, state, or local law.
13. SFA shall be responsible for ensuring that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. (See SP 09-2015; and 2 CFR Parts 200.112 & 318).
14. Any deviations to the above specific terms must be stated and in written documentation clarifying any such nonconformity and must be submitted with proposal response.

B. Financial Terms

1. Payment Terms/Method: Successful Offeror shall invoice SFA within 5 - 10 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

2. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.

C. TERMINATION OF CONTRACT FOR CAUSE OR CONVENIENCE - 2 CFR Appendix II to Part 200 (B)

(a) Termination for Cause. The SFA may terminate this contract, or any part hereof, for cause in the event of any default by the successful Offeror, or if the successful Offeror fails to comply with any contract terms and conditions, or fails to provide the SFA, upon request, with adequate assurances of future performance. The SFA shall provide the successful Offeror with a written notice thirty (30) days prior to the contract termination date, outlining the reasons for the termination and specifying the remedies the SFA intends to pursue. Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the successful Offeror. Following termination upon notice, the successful Offeror shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination. In the event of termination for cause, the SFA shall not be liable to the successful Offeror for any amount for supplies or services not accepted, and the successful Offeror shall be liable to the SFA for any and all rights and remedies provided by law. The successful Offeror may also terminate this contract under the same set of aforementioned conditions.

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

(i) The successful Offeror fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any requirement of the Contract or is in violation of a provision of Contract, including, but without limitation, the express warranties made;

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

(iii) The successful Offeror fails to make substantial and timely progress toward performance of the Contract;

(iv) The successful Offeror becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the successful Offeror terminates or suspends its business; or the SFA reasonably believes that the successful Offeror has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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

(vi) The successful Offeror has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or

(vii) The successful Offeror has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.

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

1. In the event the successful Offeror 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;
2. The SFA determines that the actions, or failure to act, of the successful Offeror, its agents, employees or sub-contractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
3. The successful Offeror furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete: and/or

4. The successful Offeror or SFA commits a material breach of this Contract.

(b) Termination for Convenience. The SFA may terminate this contract for any reason, provided that the SFA shall be required to provide the Contractor with a prior sixty (60) days' written notice of the effective date of such termination (the "Termination for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions. The contractor will be compensated for work performed and costs incurred up to the date of termination, as well as any charges that directly result from the termination.

(c) Notice of Default. If there is a default event caused by the successful Offeror, the SFA shall provide written notice to the successful Offeror requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the successful Offeror. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:

(i) Immediately terminate the Contract without additional written notice; and/or
(ii) Procure substitute goods or services from another source
(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

(e) Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the successful Offeror for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the successful Offeror's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the successful Offeror in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(f) The Successful Offeror's Termination Duties. Upon receipt of notice of termination or upon request of the SFA, the successful Offeror 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 there from, and any other matters the SFA may require;
(ii) Comply with the SFA's instructions for the timely transfer of any active files and work product by the successful Offeror under the Contract;
(iii) Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the successful Offeror; and
(iv) Understand that all supplemental contracts, purchase orders, and/or orders for goods or services issued by the SFA and accepted by the successful Offeror shall survive the expiration or termination

of this contract.

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

1. Successful Offeror shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Georgia.
   A Certificate of Insurance of successful Offeror's insurance coverage indicating these amounts must be submitted at the time of *award*.

2. ***The information below must be completed by SFA:***

   a. Comprehensive General Liability—includes coverage for:
      1) Premises—Operations
      2) Products—Completed Operations
      3) Contractual Insurance
      4) Broad Form Property Damage
      5) Independent Contractors
      6) Personal Injury

      $ 500,000 aggregate

   b. Automobile Liability coverage $ 350,000 Combined Single Limit.

   c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of $ 100,000 each accident

   d. Excess Umbrella Liability with a combined single limit of $ 1,000,000

3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.

4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

5. Notwithstanding any other provision of this Contract, SFA shall not be liable to successful Offeror for any indemnity.

E. Certifications

Successful Offeror shall execute and comply with the following Certifications:

- Debarment certification (2 CFR Appendix II to Part 200 (H)) shall be provided by:
  a. the SFA providing the page from www.sam.gov and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management;* or

b. signing this Agreement, the successful Offeror certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Georgia; or

c. submitting the Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form (Exhibit H);

- Anti-collusion Affidavit, which is attached to this Contract as Exhibit C and fully incorporated herein;

- Certification Regarding Lobbying (2 CFR Appendix II to Part 200 (I), which is attached to this Contract as Exhibit D and fully incorporated herein; and Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit E and fully incorporated herein;

- Discount and Rebate Certification, which is attached to this Contract as Exhibit G and fully incorporated herein.

F. Miscellaneous

1. **GOVERNING LAW.** This Contract is governed by and shall be construed in accordance with Georgia and federal law.
2. **HEADINGS.** All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
3. **INCORPORATION/AMENDMENTS**.
   This Request for Proposal and Contract, which includes the attached Exhibits A – H and Attachments A - E and successful Offeror's proposal documents (collectively the Contract Documents), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.

In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

(i) SFA's Request for Proposal Solicitation
(ii) successful Offeror proposal documents.
(iii) SFA/successful Offeror final RFP/Contract

The SFA alone must be responsible, in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR 200.318(k)

4. **INDEMNITY.** Except as otherwise expressly provided in this Contract, successful Offeror shall defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expenses, including reasonable collection expenses, attorneys' fees and court costs that may arise because of the actions of successful Offeror, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination or expiration of this Contract.

NOTICES. All notices, consents, waivers or other communications which are required or permitted hereunder, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: 65 Gilreath Rd NW Cartersville, GA 30121

To successful Offeror:___________________________________

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

6. **SEVERABILITY.** If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

7. **SILENCE, ABSENCE OR OMISSION.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

8. **SUBCONTRACT/ASSIGNMENT**. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that successful Offeror may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

9. **WAIVER.** The failure of successful Offeror or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

Exhibits

Exhibit A

SCHEDULE OF APPLICABLE LAWS

- Successful Offeror shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

- Successful Offeror has signed the Anti-Collusion Affidavit, Exhibit C, which is attached herein and is incorporated by reference and made a part of this Contract.

- Successful Offeror shall comply with all applicable standards, orders, or requirements of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, per 2 CFR Appendix II to Part 200 (G): Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Successful Offeror shall comply with the Lobbying Certification, Exhibit D, which is attached herein and is incorporated and made a part of this Contract. If applicable, Successful Offeror has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit E herein, or will complete and submit as required in accordance with its instructions included in Exhibit F. 2 CFR Appendix II to Part 200 (I)

- Davis Bacon Act: (for construction contracts in excess of $2,000) (if applicable) 2 CFR Appendix II to Part 200(D). Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
    i. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part

by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Rights to Inventions Made Under a Contract or Agreement (if applicable) 2 CFR Appendix II to Part 200 (F). If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.2016, 2 CFR Appendix II to Part 200 (K)) (if applicable) Contractors and subcontractors are prohibited from using federal funds to enter into, extend or renew contracts for covered equipment, services, or systems that use covered telecommunications as a substantial or essential component of any system or critical technology as part of any system.

- Procurement of Recovered Materials: (2 CFR 200.323, 2 CFR Appendix II to Part 200 (J) (if applicable) An SFA and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

- Force Majeure:
  If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor’s performance for more than thirty (30) days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program's obligation to pay the Contractor for work already completed by the Contractor and the Contractor’s warranty for work already completed.

  When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts (2 CFR 200.321)

Exhibit B

SCHEDULE OF SFA TERMS FOR OFFEROR GUARANTY
(Mark N/A if not applicable)

N/A

Exhibit C

ANTI-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

______________________, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the offeror to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the offeror/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this proposal.

____
Signed

Subscribed and sworn before me this _________ day of _______________, 20___.

Notary Public (or Clerk or Judge) ____

My commission expires:
____

Exhibit D

Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code (The Byrd Anti-Lobbying Amendment) 2 CFR Appendix II to Part 200 (I). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of SFA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (SF-LLL), Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

____
Name/Address of Organization

____
Name/Title of Submitting Official

____________________________________ ______________________________
Signature Date

Exhibit E

Disclosure of Lobbying Activities

Complete this SF-LLL form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(The Byrd Anti-Lobbying Amendment) 2 CFR Appendix II to Part 200 (I)
(See next page for public burden disclosure)

1. Type of Federal Action:
   ___ a. contract

   ___ b. grant

   ___ c. cooperative agreement

   ___ d. loan

   ___ e. loan guarantee

   ___ f. loan insurance

2. Status of Federal Action:
   ___ a. proposal/offer/application

   ___ b. initial award

   ___ c. post-award

3. Report Type:
   ___ a. initial offering

   ___ b. material change

   For Material Change Only:

   Year_____ Quarter ______ Date of last report _______

4. Name and Address of Reporting Entity:

________________________ Prime ______________________________________Sub-awardee

Tier____________________, *if known:*

Congressional SFA, *if known:*

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

Congressional SFA, *if known:*

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable:* ______________________

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$_______________________________

Exhibit E (Continued)

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

Exhibit E (Continued)

16. Information requested through this form is authorized by article 31 U.S.C. section 1352, (The Byrd Anti-Lobbying Amendment and 2 CFR Appendix II to Part 200 (I). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: ____________________ Print Name: ____________________ Title: ____________________ Telephone No: ____________________ Date: ____________________
Federal Use Only: ***Authorized for Local Reproduction of:***	Standard Form – LLL

Exhibit F

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352 (The Byrd Anti-Lobbying Amendment) 2 CFR Appendix II to Part 200 (I). The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the appropriate State office. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.

1. Identify the status of the covered Federal Action.

2. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.

3. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional SFA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.

4. If the organization filing the report in item 4 checks sub-awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional SFA, if known.

5. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001.

8. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

   a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
   b)
   c) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

9. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

10. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

11. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

12. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted, or the officer(s), employee(s), or Member(s) of Congress that were contacted.

13. Check whether or not a SF-LLL-A continuation sheet(s) is attached.

14. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit G

PURCHASE DISCOUNTS, REBATES AND VALUE OF USDA FOODS

The undersigned certifies, to the best of their knowledge and belief that: ***Bartow County School (hereinafter SFA)*** *has and will undertake all necessary oversight and monitoring measures to assure that the school SFA receives the full value of purchase discounts, rebates, credits and value of USDA foods. These measures shall include but are not limited to: Upon execution of this contract, SFA must strictly monitor the agreement throughout the year to ensure that they receive the full value of credits, discounts and rebates and are in compliance with Federal Regulations. Monitoring activities shall include but are not limited to:*

- *Identify the person within the SFA that will be responsible for oversight;*
- *Designate the position that will monitor the credits, discounts and rebates;*
- *Examine the invoices and other documentation provided by the Bidder as agreed to in the contract;*
- *Determine the percentage of credits, discounts and rebates reported in relation to the value of food purchased early in the contract year as a benchmark for future comparison;*
- *Calculate the average credit-purchase proportion received, or as applicable discount or rebate;*
- *Examine products to ensure that to the maximum extent practicable, domestic commodities and domestic food products processed in the United States using over 51% domestic foods are purchased. Visit storage facilities to observe the origin of purchased food printed on food labels and case units.*

In the event of discrepancies during monitoring activities, follow up with Bidder to resolve the issues, and if necessary, request additional documentation from the Bidder to substantiate discrepancies. Potential discrepancies to consider may include:

- *Frequency of reporting that does not agree with contract provision;*
- *Labels identifying countries other than the U.S;*
- *Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.*
- *For both* ***fixed price*** *and* ***cost-reimbursable*** *contracts, SFA shall ensure that Bidder has credited it for the value of all USDA foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a)). As a best practice, but not required, SFA can request Bidder to submit the amount of USDA Foods credited with their annual contract renewal prior to SA written approval.*

Exhibit H
DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

AD-1047

OMB No. 0505-0027
Expiration Date: 09/30/2025

USDA

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

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

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

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

(4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

(7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

Form AD-1047 (REV 12/22)
Page 2 of 2

THE CIVIL RIGHTS ASSURANCE

*The **SCHOOL DISTRICT** hereby agrees that it will comply with:*

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);

vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);

viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

*x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the **SCHOOL DISTRICT** agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized*

*USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the **SCHOOL DISTRICT**, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the **SCHOOL DISTRICT**.*

Signature of SN Director or

***Designee**:*____

***Printed Name**:*____

Title:____

AGREEMENT

Offeror certifies that the company shall operate in accordance with all applicable state and federal regulations. Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual written agreement for an optional four additional one-year terms.

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

ATTEST:	*SCHOOL FOOD AUTHORITY:*
____________________________________	____
	Name of SFA
	____
	Signature of Authorized Representative
	____
	Typed Name of Authorized Representative
	____
	Title
	____
	Date Signed

ATTEST:

____

VENDOR/ BIDDER COMPANY:

____
Name of Bidder

____
Signature of Authorized Representative

____
Typed Name of Authorized Representative

____
Title

____
Date Signed

ATTACHMENT A

BIDDER SUBMISSION FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this RFP. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the SFA on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: BARTOW COUNTY SCHOOL NUTRITION PROGRAM

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

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

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

School Nutrition Procurement Supervisor: Morgan West

Email address: morgan.west@bartow.k12.ga.us

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda (if applicable):

Addendum 1____________________ Date_________________________

Addendum 2 ___________________ Date_________________________

Checklist for Bidder:

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

☐ Exhibit C Anti-Collusion ☐ Exhibit D Lobbying Certificate ☐ Exhibit E Disclosure of Lobbying Activities ☐ Exhibit F Instructions for Completion of SF-LLL ☐ Exhibit H Debarment Status Form ☐ Civil Rights Assurance ☐ Attachment A Bidder Submission Form ☐ Attachment B Quote/Price Submission Form ☐ Attachment D-1 Bid Exception Form ☐ Attachment D-2 Any Misc. & Additional Charges Not Listed on Quote/Price Submission Form ☐ Attachment E Vendor Affidavit ☐ Reference Form (if requested) ☐ Vendor Contract Signature Page (signed and dated after award)

Authorized Signature of Bidder: *(This bid submission form must be signed by an individual with actual authority to bind the company.)*

Company Type (check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ LLC

Bidder attests that:

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

Company Name: ____

Federal ID#1: ____

Street Address: ____

____

____

*Signature**:* ____

Signatory's Name: ____

Signatory's Title: ____

*Witness's Signature**:* ____

Witness's Name: ____

Witness's Title: ____

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

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

ATTACHMENT B

Large Equipment Specification Sheet, Quote/Price Submission Form, & Purchase Quantity

(SEE ATTACHMENTS)

DEFINITIONS (if applicable) :

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

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

Purchase Unit: *The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.*

ATTACHMENT C

DELIVERY SITE(S)

Bartow County School Nutrition Program

All items will be delivered to the following SCHOOL locations:

School/Location Name	*School/Location Address*	*Cafeteria/Location Phone Number*
Central Office Warehouse	*65 Gilreath Rd NW Cartersville, GA 30121*	*770-606-5800 Ext 2388*
Adairsville Elementary	*122 King St, Adairsville, GA 30103*	*770-606-5800 Ext 6535*
Adairsville Middle	*485 Old Hwy 41 NW, Adairsville GA 30103*	*770-606-5800 Ext 7535*
Adairsville High	*519 Old Hwy 41 NW, Adairsville GA 30103*	*770-606-5800 Ext 4198*
Allatoona Elementary	*4150 New Hope Church Rd, Acworth GA 30102*	*770-606-5800 Ext 4260*
Clear Creek Elementary	*50 Peasant Valley Rd NW, Cartersville GA 30121*	*770-606-5800 Ext 5407*
Cloverleaf Elementary	*291 SR-20 Spur, Cartersville GA 30121*	*770-606-5800 Ext 6035*
Cass High	*1000 Colonel Way, White GA 30184*	*770-606-5800 Ext 1115*
Cass Middle	*195 Fire Tower Rd, Cartersville GA 30120*	*770-606-5800 Ext 4406*
Emerson Elementary	*220 Old Alabama Rd SE, Emerson GA 30137*	*770-606-5800 Ext 2535*
Euharlee Elementary	*1058 Euharlee Rd, Euharlee GA 30145*	*770-606-5800 Ext 4563*
Hamilton Crossing Elementary	*116 Hamilton Crossing Rd, Cartersville GA 30120*	*770-606-5800 Ext 4610*
Kingston Elementary	*240 Hardin Bridge Rd, Kingston GA 30145*	*770-606-5800 Ext 4657*
Mission Road Elementary	*1100 Mission Rd SW, Cartersville GA 30120*	*770-606-5800 Ext 3285*
Pine Log Elementary	*1095 Cass Pine Log Road, Rydal GA 30171*	*770-606-5800 Ext 4759*
Red Top Middle	*224 Old Alabama Rd, Emerson GA 30137*	*770-606-5800 Ext 4811*
Taylorsville Elementary	*1502 Old Alabama Rd, Taylorsville GA 30178*	*770-606-5800 Ext 5110*
White Elementary	*505 Colonel Way NE, White GA 30184*	*770-606-5800 Ext 5209*
Woodland Middle	*1061 Euharlee Rd, Euharlee GA 30145*	*770-606-5800 Ext 5312*
Woodland High	*800 Old Alabama Rd, Cartersville GA 30120*	*770-606-5800 Ext 5275*

ATTACHMENT D- 1

BID EXCEPTION FORM

Vendor Name:	**Request for Proposal (RFP) for:** **School System:** **Type:**	**Date of Submittal:**
Number and Title of each section of RFP that Bidder takes exception	*Number and Title :* *Section:*	*Number and Title :* *Section:*
Specific Sentence within each section	*Sentence:*	*Sentence:*
Alternate Provisions proposed by Bidder	*Alternate:*	*Alternate:*
Vendor's Authorization Signature:		
Vendor's Authorization printed name:		
Vendor's Title:		

ATTACHMENT D- 2

ANY MISC. & ADDITIONAL CHARGES NOT LISTED ON ATTACHMENT B QUOTE/PRICE SUBMISSION FORM

ITEM	DESCRIPTION/SPECS	MANUFACTURER NAME/MODEL #	WARRANTY ON ITEM (YEAR)	UNIT PRICE (EACH)	DELIVERY PRICE	TOTAL PRICE

ATTACHMENT E

VENDOR AFFIDAVIT

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. § 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of SFA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned vendor will continue to use the federal work authorization program throughout the contract period and the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Number (4 to 6 digit number) ____

Date of Authorization _______________

Name of Vendor ____

BARTOW COUNTY SCHOOL NUTRITION PROGRAM

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______, ___, 20___ in ______________________ (city), ______ (state).

_________________________________*Signature of Authorized Officer or Agent*

_______________________________*Printed Name and Title of Authorized Officer or Agent*

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ______ DAY OF ______________, 20___.

NOTARY PUBLIC :

*My Commission Expires:*________________________________

VENDOR CONTRACT SIGNATURE PAGE

(Signed and dated AFTER Contract Award)

This Contract is dated as of ________________ by and between the BARTOW COUNTY SCHOOL NUTRITION PROGRAM, hereinafter called SFA, and ________________________________, hereinafter called VENDOR.

The SFA and VENDOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

VENDOR shall provide and deliver all products as specified or indicated in the Contract Documents.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

The SFA shall pay VENDOR for delivery of specified goods in accordance with VENDOR'S bid, which is attached hereto. The SFA shall pay VENDOR net 30 days from date of delivery unless other terms of payment are agreed upon in writing.

ARTICLE 4. INVOICE PROCEDURES

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

BARTOW COUNTY SCHOOL SYSTEM

School Nutrition Program

65 Gilreath Rd NW, Cartersville, GA 30121

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the School Nutrition Program to enter into this Agreement, VENDOR makes the following representations:

5.1 VENDOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 VENDOR is familiar with and is satisfied with all federal, state and local laws and regulations that may affect the cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract/agreement between the SFA and VENDOR concerning the work, consist of the following:

- *Purpose and Procedures (Request for Proposal A-H)*
- *Standard Terms and Conditions (A-F)*
- *Exhibit A: Schedule of Applicable Laws*
- *Exhibit B: Schedule of SFA Terms*
- *Exhibit C: Anti-Collusion Affidavit*
- *Exhibit D: Certification Regarding Lobbying*
- *Exhibit E: Disclosure of Lobbying Activities*
- *Exhibit F: Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities*
- *Exhibit G: Purchase Discounts, Rebates and Value of USDA Foods*
- *Exhibit H: Debarred, Suspended, and Ineligible Status*
- *Civil Rights Assurance/Agreement*
- *Attachment A: Bidder Submission Form*
- *Attachment B: Large Equipment Specification Sheet, Quote/Price Submission Form, & Purchase Quantity*
- *Attachment C: Delivery Site(s)*
- *Attachment D-1: Bid Exception Form*
- *Attachment D-2: Any Misc. & Additional Charges Not Listed On Attachment B Quote/Price Submission Form*
- *Attachment E: Vendor Affidavit (E-Verify)*
- *Vendor Contract Signature Page*

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

CONTRACT SIGNATURES

IN WITNESS WHEREOF, the SFA and VENDOR have signed this Contract Agreement **once awarded**. *One counterpart each has been delivered to the SFA and VENDOR.*

This Contract Agreement will be effective ____________________, 20_____ for School Year (SY)'______.

_________________________________ *SFA Board of Education*

_________________________________ *Signature of Superintendent, Board member or designee*

_________________________________*Printed Name of Superintendent, Board member or designee*

_________________________________ *Date Signed (MM/DD/YYYY)*

_________________________________ *Vendor Company Name*

_________________________________ *Signature of Company Representative*

_________________________________ *Printed Name of Company Representative*

_________________________________ *Date Signed (MM/DD/YYYY)*