

Georgia Education Cooperative
Administrators:
Catoosa County Board of Education
Walker County Board of Education

RFP #23-3 School Nutrition
WareWashing/Safety/Sanitation System

REQUEST FOR PROPOAL (RFP)

GEORGIA EDUCATION COOPERATIVE (GEC)

WAREWASHING/SAFETY/SANITATION SYSTEM

NUMBER 23-3

TO BE OPENED MONDAY, JULY 18, 2022
10:00 am at the Walker County Board of Education

Request for Proposal
Introduction
Standard Terms Conditions
Georgia Educational Cooperative:
Terms and Conditions
Georgia Educational Cooperative
Specific Scope of Work
Forms and Attachments
Matrix 1 and 2
Exhibits A and B

REQUEST FOR SEALED PROPOSAL

Items: School Nutrition Ware Washing/Safety/Sanitation System

Request for Proposal #: 23-3

For the Project: The intent of this **RFP** is to establish a firm, fixed annual contract for the delivery of a Ware Washing/Safety/Sanitation System to be used by participating GEC School Nutrition Program for the period **July 19, 2022 through June 30, 2023**. The Ware Washing/Safety/Sanitation System will include just-in-time delivery of pre-measured, concentrated detergents, and cleaners, provide on-site education and training, HACCP verification, HACCP assessments, dispensing equipment and other materials.

Type of Contract: Base One Year Plus Four One Year Option Renewal

RFP Administrators:

Michelle Coker, School Nutrition Director
Walker County School System
201 South Duke Street
LaFayette, Georgia 30728
Telephone: 706-638-7971
Fax: 706-638-1289
E-Mail: michellecoker@walkerschools.org

Michael Brown, School Nutrition Director
Catoosa County School Nutrition
175 Cassidy Lane
Ringgold, Georgia 30736
Telephone: 706-965-2414
Fax: 706-965-9083
E-Mail: mbrown@catoosa.k12.ga.us

Proposers 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. All prices and notations must be **in ink** (blue ink is preferred) or typewritten. **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.** Each proposer is required to furnish all information requested in the Request for Proposal.

Listed below is the **RFP** Schedule of Events. All information is subject to change. Changes will be communicated to prospective Proposers via an Amendment to the proposal as necessary. Amendments will be posted on the Walker County website.

Directions:

Go to <http://walkerschools.org>

Click **Departments** under Central Office heading in upper right corner of web page.

Under **School Nutrition**, find the link to **open Bids/RFP**

EVENT	DATES
Issuance of Request for Proposal	June 16, 2022
Site Visit/Conference with Director (Mandatory)	See Section A.3
Deadline for Questions	June 23, 2022
Issue Responses to Questions (estimate)	June 26, 2022
Sample Delivery Deadline	July 12, 2022
Deadline to submit Proposal	July 18, 2022
Issue Notice of Award Statement	July 19, 2022

Sealed proposals are to be submitted to: Michelle Coker, School Nutrition Director, Walker School System, 201 South Duke Street, LaFayette, Georgia, 30728. Please allow ample time for delivery of mail by the postal office or by over-night companies. Submit proposal in a sealed, envelope addressed to the **RFP** Administrator noted above. Envelopes to be plainly marked with the **RFP# 23-3** and titled: School Nutrition Ware Washing/Safety/Sanitation System. See sections D.7.1 and D.7.2/D.12.1 for specific directions for submitting responses.

Deadline to receive proposals: 10:00 AM Eastern Standard Time on July 13, 2022 at the Walker County Board of Education.

Proposals are due at the time and date specified. Proposals will not be accepted after the date and time above. There will be no public opening of proposals. Proposals submitted via facsimile or otherwise not sealed will be rejected. Proposals received *after* the date and/or time noted above will not be opened.

The participating GEC buying cooperative reserves the right to reject any or all proposals and to accept other than the low proposal when the interest of the school system can be better served. The GEC reserves the right to waive any informality in, or reject, any or all proposals or any part of a proposal.

If you have any questions concerning this Request for Proposal please contact Michelle Coker at (706) 638-7971. All inquiries must be in writing and/or emailed to michellecoker@walkerschools.org. Questions will be reviewed by the co-chairs. Questions and responses will be communicated as an addendum in the same manner as the RFP.

<http://www.walkerschools.org>

See Attachment B

INTRODUCTION

The School Nutrition Georgia Education Cooperative (GEC) invites prospective respondents to participate on the GEC Ware Washing, Safety, and Sanitation **RFP #23 -3**. The GEC is a buying cooperative composed of 40 School Nutrition Directors who purchase for their respective school districts.

The counties that have agreed to participate for SY 2022-2023 are: Bremen City, Calhoun City, Cartersville City, Chickamauga City, Dalton City, Social Circle City, Trion City, Catoosa County, Chattooga County, Dade County, Douglas County, Gordon County, Greene County, Haralson County, Hart County, Lumpkin County, Madison County, Morgan County, Murray County, Oglethorpe County, Pickens County, Polk County, Stephens County, Walker County, Whitfield County and Wilkes County.

Below are the remaining GEC districts that could possibly join in the future: Commerce City, Gainesville City, Jefferson City, Marietta City, Bartow County, Cherokee County, Dawson County, Fannin County, Floyd County, Franklin County, Gilmer County, Jackson County, Oconee County, Paulding County, and Walton County.

Any GEC system requesting to join this **RFP** on an annual renewal would have to verify that the cost would not exceed their small purchase threshold.

The GEC is requesting proposals from qualified firms to provide multiple school system school nutrition programs with a ware washing, safety and sanitation program in accordance with the procedures and specifications as outlined in this proposal package.

Proposals will be available to all interested Respondents on Thursday, June 16, 2022.

The participating GEC Systems reserve the right to reject any and all proposals in whole or in part and to accept the proposal that in its judgment will be in the best interest of the Board. The participating GEC Systems reserve the right to waive the formalities to proposal opening and awarding. Price alone will not be the determining factor. Proposals are also awarded on basis of quality of products, availability, delivery, and service. The participating GEC Systems reserve the right to award to the most responsive and most 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 participating GEC Systems.

STANDARD TERMS AND CONDITIONS

This contract between the participating GEC Boards of Education and the Proposer 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 Proposers and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Proposer certifies that the Proposer and/or any of its sub-Proposers or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Proposer will immediately notify the School Food Authority if Proposer is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Proposers by a federal entity.

By signing this agreement, the Proposer 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. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **See Attachment K**

II. CONTRACT TERM CLAUSES

The Contract between the participating GEC Systems and the Proposer shall begin and end on the dates specified in the RFP, 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 participating GEC Systems 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 Proposer 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 Proposer'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, Proposer shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the participating GEC Systems and the Proposer.

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 participating GEC Systems may, with the written consent of Proposer, extend this Contract for such period as may be necessary to afford the participating GEC Systems 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 Proposer 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 Proposer, its agents, employees or subProposers have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Proposer fails to comply with confidentiality laws or provisions; and/or
- (iv) The Proposer 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 Proposer in default of its obligations under the Contract:

- (i) The Proposer 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 Proposer;
- (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 Proposer fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Proposer becomes subject to any bankruptcy or insolvency proceeding under federal or participating GEC Boards of Education or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Proposer terminates or suspends its business; or the School Food Authority reasonably believes that the Proposer has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Proposer has failed to comply with applicable federal, participating GEC Boards of Education and State laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Proposer has engaged in conduct that has or may expose the School Food Authority or the participating GEC Boards of Education to liability, as determined in the School Food Authority's sole discretion; or
- (vii) The Proposer has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the participating GEC Boards of Education, or a third party.

c. Notice of Default

If there is a default event caused by the Proposer, the School Food Authority shall provide written notice to the Proposer requesting that the breach or noncompliance be remedied within the period of time specified in the School Food Authority's written notice to the Proposer. 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 Proposer; and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

d. Termination upon Notice

Following thirty (30) days' written notice, the School Food Authority may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Proposer. Following termination upon notice, the Proposer 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer's Termination Duties

Upon receipt of notice of termination or upon request of the School Food Authority, the Proposer 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 Proposer;
- (iii) Comply with the School Food Authority's instructions for the timely transfer of any active files and work product produced by the Proposer under the Contract;
- (iv) Cooperate in good faith with the School Food Authority, its employees, agents and Proposers during the transition period between the notification of termination and the substitution of any replacement proposer; 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 Proposer

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. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: 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).

V. EOUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

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

(Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")

VI. RECORD RETENTION AND ACCESS CLAUSE

The Proposer 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 participating GEC Boards of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Proposer 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 Proposer 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 Proposer shall not impose a charge for audit or examination of the Proposer's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the participating GEC Boards of Education reserves the right to charge the Proposer for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

VII. 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.

The protest will be reviewed by representatives of both the Walker and Catoosa County Boards of Education. 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.

VIII. NON-COLLUSION STATEMENT

"I certify that this proposal is 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 abide by all conditions of this proposal, and certify that I am authorized to sign this proposal for the Proposer 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." *See Attachment L.*

IX. COPYRIGHTS AND PATENTS

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

The Proposer shall include the substance of this clause, including this paragraph, in all sub-contracts that are expected to exceed the simplified acquisition threshold.

Patent Indemnity

The Proposer 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 Proposer 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 Proposer;
- (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 Proposer, unless required by final decree of a court of competent jurisdiction.

Originality and Title to Concepts, Materials, and Goods Purchased

Proposer 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 Proposer are hereby assigned completely and solely to the Department or School Food Authority. The Proposer 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 Proposer 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.

X. LOBBYING CERTIFICATE

Per 2 CFR 200 Appendix II Section I: A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

XI. DUTY TO EXAMINE

It is the responsibility of each Proposer to examine the entire solicitation, seek clarification in writing, and check for accuracy before submitting the proposal. Lack of care in preparing shall not be grounds for withdrawing the proposal beyond the deadline.

XII. 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.

XIII. HUB (Historically Underutilized Business) STATEMENT

It is the intent of the participating GEC Systems and Boards of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

Small businesses, women and minority-owned business sources and labor surplus area firms will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, sealed bids, proposals, or noncompetitive procurement (2 CFR 200.321). Positive

efforts include:

- Placing qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists;
- Assuring that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime vendor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

XVI. CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the participating GEC Systems and Boards of Education shall participate in selection or in award or administration of a contract supported by the School Nutrition Program funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, office, or agent;
- Any member of his/her immediate family;
- His or her partner;
- An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department. The Board of Education/SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

XVII. VENDOR AFFIDAVIT (under O.C.G.A. § 13-10-91(b) (1))

Proposer verifies its compliance with O.C.G.A. § 13-10-91 and is authorized to use and uses the federal work authorization program commonly known as E-Verify, by completing

Attachment M.

CIVIL RIGHTS STATEMENT AND ASSURANCE

The GEC PARTICIPATING SYSTEMS hereby agree that we will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the GEC PARTICIPATING SYSTEMS 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 GEC PARTICIPATING SYSTEMS, 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 GEC PARTICIPATING SYSTEMS.

Signature: _____ Title: _____

Printed Name: _____

GEC TERMS & CONDITIONS

The participating GEC School Systems promote equal opportunity for all persons, without regard to race, color, religion, sex, handicap, or national origin with Proposers and/or Proposers doing business with the Boards.

Participating GEC School Systems are seeking to partner with an experienced and qualified School Nutrition Ware Washing/Safety/Sanitation Company to provide a complete School Nutrition Ware Washing/Safety/Sanitation System to the kitchen of the participating GEC Systems. The program is to be designed to assist the System with OSHA, HACCP, ServSafe, USDA and local health department compliance.

The proposer shall have a proven record of excellent customer service, and resources available to achieve the requirements of this proposal. Proposers shall be required to provide evidence of qualifications and ability to fulfill the requirements stated. The system is seeking proposals that offer guidance on establishing and executing this program.

The participating GEC Systems reserve the right to reject any and all proposals in whole or in part and to accept the proposal that in its judgment will be in the best interest of the GEC. The participating GEC Systems reserve the right to waive the formalities to proposal opening and awarding. Price alone will not be the determining factor. Proposals are also awarded on basis of quality of products, availability, delivery, and service.

ADVERTISING AND PROMOTION OF CONTRACT:

The proposer shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval.

BILLING:

1. Invoices - Invoices shall include all locations serviced and be submitted to each: Participating GEC Board of Education
School Nutrition
P.O. Box__ or Mailing Address
City, GA Zip Code

****See *Exhibit A* for contact information.**

2. Record Submittals - All payment invoices must include work orders or other suitable records showing the following information for each location serviced:
 - Name of location serviced
 - Date serviced
 - Time of service
 - Name of chemical(s) used (if any)
 - Amount of chemical(s) used (if any)
 - Conditions conducive to future problems

PAYMENT:

1. Procedure - After receipt of a request for payment (invoice) the invoice will be inspected, verified and confirmed.
2. Schedule of Payments - Payment will be made by the tenth (10) day of the month after the month of service.

- a. **Payment** shall be made by the participating GEC School Systems to Proposer for services that are actually performed, and, if applicable, products actually delivered in accordance with the specifications of the Request for Proposal and receipt of an invoice.
- b. **Freight on Board (FOB) Destination.** Delivery by the supplier to the common carrier does not constitute delivery to the participating GEC School Systems. Title is accepted by the participating GEC School System upon receipt.

HOURS OF WORK:

Scheduled work hours must be established with each participating School Nutrition Director. (See Exhibit A for contact information) It will be the responsibility of the proposer to schedule visits directly with each school nutrition office at a mutually agreeable time.

For security purposes, Proposer and Facility Director will work out daily work schedules to ensure that buildings and property fence gates will be open. The Proposer awarded the job is to submit a list of workers to the Facilities Director.

All of Proposer's employees and/or subProposers are to **wear uniforms or some form of company identification** when performing work on school premises and must check in at the school main office when entering/exiting school property.

CONTRACTUAL INTEGRITY:

The successful provider shall be the sole supplier for the School Nutrition Safety/Sanitation/Ware Washing System and will be obligated to meet all terms as specified in this **RFP** document throughout the contract period. If at any time during the contract period a school kitchen does not receive products in a quantity as specified or as scheduled, it is the proposer's responsibility to provide the service and/or products within 24 hours. Continuous instances of default or untimely service calls may result in cancellation of the contract and removal of proposer from the approved proposer list. Successful proposer shall respond to emergency calls on ware washing equipment and dispensers within twenty-four (24) hours of the original time of the call.

Random sampling and testing of materials received will be performed by the Manager Supervisor and School Nutrition Director. Should any item fail to meet specifications, quality or condition as sampled, the participating GEC School District shall require the proposer to remove any such item from every school, provide full credit to the participating GEC School District for the total amount of product removed, and provide reimbursement for any costs incurred. In addition, the participating GEC School District may remove the proposer's name from the approved proposer list and restrict the company or any representative of the company from participating in future **RFP's** for 6 years.

Each proposer is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and participating GEC School Nutrition Department regulations or policies pertaining to participating GEC School Nutrition Department procurement procedures. Should any dispute arise as a result of a proposal, the dispute will be settled in accordance with the laws of the State of Georgia. Minor adjustments and repairs shall be reported and documented by the Manager on duty and shall be performed upon the regular inspections. (Example: adjustments and/or

repair of rinse dispensing equipment) A report shall be presented to and signed by the Manager on duty. Any other major repairs shall be reported by the Manager on duty to the School Nutrition Central Office. Assigned School Nutrition Office person will call proposer to report problem to ensure prompt repair. Successful proposer shall assist the District in determination of the proper dispensing equipment for ware washing machines that do not have automated dispensing equipment at the time of the **RFP** award.

SERVICE CALLS:

Service calls shall be made monthly to each participating GEC School during the set hours established by the School Nutrition Director. A comprehensive master schedule detailing the dates of service is required. The successful proposer must provide the master schedule to the Director of School Nutrition no later than August 5, 2022. Any changes to the master schedule must be made through the Director of School Nutrition. See *Exhibit A* for Director Contact information.

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 tools and equipment purchased or furnished by the participating GEC School Systems shall remain the property of the participating GEC School Systems. The proposer, upon written request, can deliver the property to the participating GEC School Systems. The participating GEC School Systems reserve the right to refuse such shipments and is not responsible for any loss or damage to materials that are shipped without this approval.

Proposer's or subproposer's staff associating with any student or teacher on campus shall be prohibited. Failure to comply with this requirement can subject personnel to being banned from campus.

Any damage done to any part of permanent or portable class rooms, buildings, equipment, furniture, fixtures or any items owned by the participating GEC School Systems or related individuals by the proposer personnel shall be repaired or replaced at no cost to the participating GEC System.

INSPECTION OF WORK:

Under the contract, the Proposer 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 Boards or any representative of the Boards shall, in no way, affect said responsibility and undertaking of the Proposer; nor shall the failure of any of the foregoing to discover or to bring to the attention of the Proposer the existence of any work or materials not in accordance with said documents in any way affect such obligation of the Proposer of the rights and remedies of the Boards. Daily and at completion of the work, the proposer shall remove all waste, rubbish, Proposer's tools, equipment, and materials from the site.

All debris that may result from this Contract is to be placed in a container provided by Proposer. Unless stipulated otherwise, removal of debris from the Contract site and the

proper and lawful disposal of same is the responsibility of Proposer.

GEORGIA EDUCATION COOPERATIVE SPECIFIC SCOPE OF WORK

A. PROPOSAL OBJECTIVE, SCOPE OF WORK, PRE-PROPOSAL MEETING

A.1 Objective

The objective of the **RFP** is to select a Proposer who will provide goods and/or services outlined in this **RFP** to the participating GEC School System. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposer responses received prior to the closing date and time of this **RFP**, the GEC evaluation team will determine whether to conduct negotiations with responsive and responsible Proposers. After a careful evaluation of responses, an award recommendation will be presented to the Boards of Education for approval.

A.2 Background

A.2.1 Background of Proposer

Complete Background Proposer form in **Form** section of **RFP**

A.2.2 Background for Participating GEC Systems

This information can be found in **Exhibit A and B**

A.3 Scope of Work (Base Proposal)

This **RFP** is for the provision of a comprehensive Ware Washing/Safety and Sanitation Program to all sites participating. This proposed program is to include delivery of all cleaning products needed to maintain consistently superior sanitation in all of the child nutrition sites once a month during the school year. This program must also include employee education and training which will support the use of the proposer's cleaning products and reinforce the participating GEC Schools existing HACCP Plan and OSHA principles. Training for all school nutrition employees must be measurable, documented, and presented by trainers under the direction of a certified HACCP Trainer. Service must include ServSafe training and testing for all school nutrition employees needing certification. Person conducting classes must be certified ServSafe Trainer. Training materials and tests will be provided by each participating GEC System.

Submit trainer(s) certification(s). See Exhibit A and B.

A sample of schools must be visited or a discussion with the Director must occur and be documented. A variety of schools should be visited or discussed (Elementary, Middle, and High School and any school with unique situations) Contact each participating GEC School Nutrition Director to schedule a date and time. **See Exhibit A for Director Contact information.**

Following the initial training period, documented monthly visits to each site are required.

See Section C.2 SPECIFICATION

A.4 Pre-Proposal Site Visit

A Pre-Proposal Meeting will not occur for this **RFP**. Instead, a sample of schools must be visited or a discussion with the Director must occur and be documented. A variety of schools should be visited or discussed (Elementary, Middle, and High School and any school with unique situations) **Contact each participating GEC School Nutrition Director to schedule a date and time. See Exhibit A for Director contact information. Complete Attachment H**

A.5 Contract Terms

A.5.1. The resulting contract for this solicitation will be for 1 base year from the DATE **July 19, 2022** through **June 30, 2023**. There will be **four (4) options** to renew at the same terms, conditions and cost for one year term each with mutual agreement between SFA and Proposer.

A.5.2. Cost increases or decreases may be passed on to the District at renewal, but increases may not exceed 10 – 20% based on the Consumer Price Index or Wholesale Price Index, whichever is lower, as published for the first quarter. In the event of a price increase that exceeds 10 – 20%, this contract must be re-proposed.

B. GENERAL INFORMATION REGARDING PROPOSAL

B.1 RFP Amendments

The participating GEC School Systems are not responsible for any errors or omissions that may occur when proposer information is copied from the **Walker County Messenger, Chattanooga Times Free Press, or Walker County School Website** by proposers posting to additional subscriber websites.

The participating GEC School Systems reserve the right to amend the Request for Proposal prior to the deadline of proposal submission. **RFP** amendments will be issued as written Addendum and will be communicated in the same manner as the RFP.

B.1.1 The Acknowledgement of Addenda form is to be returned with proposal.
See Attachment B

B.2 Withdrawing a Proposal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Proposer by submitting a written request to the **Walker County School System RFP Administrator** named above. All such requests must be signed by a person authorized to sign for the Proposer.

B.2.1 Re-Submitting a Response

Should a Proposer withdraw its proposal prior to the **RFP** close date with the intention to re-submit, please note the following:

- The Proposer's original response must first be withdrawn in accordance with the guidelines noted above
- Each Proposer is solely responsible for re-submitting its response prior to the **RFP** closing date and time
- Costs for returning unopened, withdrawn proposals shall be borne by the Proposer
-

B.3 Cost for Developing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. The participating GEC School Systems will not provide reimbursement for such costs.

B.4 Measurements and Existing Conditions

Proposers are responsible for the correctness of all measurements and to familiarize themselves with all conditions relating to the Scope of Work. The Proposer is required to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given to any claim based on lack of knowledge of existing conditions.

B.5 Questions and Responses Regarding this RFP

B.5.1 All questions concerning this **RFP** must be submitted in writing via fax or email to the **RFP** Administrator. No questions other than written will be accepted. Questions will be reviewed by the co-chairs. Questions and responses will be communicated as an addendum in the same manner as the RFP. _

<http://www.walkerschools.org>

See Attachment B

*** No response other than written will be binding for any of the participating GEC School Systems.

B.6 Cancellation of RFP

The participating GEC School Systems reserve the right to cancel this **RFP** due to unforeseen circumstances or unprecedented situations at any time and will not be liable for any cost/losses incurred by the Proposers throughout this process.

B.7 Georgia Security & Immigration Compliance (GSIC) Act (Georgia Dept. of Audits, July, 2013)

O.C.G.A. § 13-10-90 (4): A public employer shall not enter into a contract for the *physical performance of services** unless the proposer registers and participates in a federal work authorization program to verify the work eligibility information of newly hired employees.

* * By definition: "Physical performance of services means any performance of labor or services for a public employer using a proposal process of by contract wherein the labor or services exceed \$2,499.99."

Proposals that involve the defined "physical performance of services" must include a notarized copy of the GSIC Affidavit forms for the Proposer, O.C.G.A. § 13-10-91(b) (1). See Attachment C and D

Affidavits will be required for all subProposers and sub-subProposers that have been contracted for the physical performance of services in satisfaction of this **RFP** in accordance with O.C.G.A. § 13-10-91(b) (3) and § 13-10-91(b) (4.)

See Attachments E and F.

B.7.1 Exception

A proposer, subproposer, or sub-subproposer who has no employees and does not hire or intend to hire employees for purposes of completing the work described in this **RFP** shall instead provide a copy of a state issued driver's license or state issued identification card provided that said state verifies lawful immigration status prior to issuing a driver's license or identification card.

O.C.G.A. § 13-10-91(b)(5).

The Georgia Attorney General's website posts a list of the states that verify immigration status prior to the issuance of a driver's license or identification card and that only issue licenses or identification cards to persons lawfully present in the United States.

B.8 Business License or Certificate of Authority

In accordance with O.C.G.A. §48-13-7 and §14-3-1501, a valid Georgia Occupational Tax Certificate or Certificate of Authority is required before any work begins under this contract and shall be maintained throughout the term of this project. **Proposer shall submit with their proposal, a copy of their company business license for the State of Georgia or a Certificate of Authority to transact business in the State of Georgia.** Certificates of Authority are issued by the Georgia Secretary of State's office, 404-656-2817. Failure to submit this information may result in the Proposer being declared non-responsive.

B.9 Proposer's License

Asbestos abatement and the mechanical trade Proposers need a license in Georgia. A valid proposer license in another state may be eligible for a reciprocal Georgia license or a Georgia license by endorsement. **Include a copy of current, RFP-applicable Proposer's license with proposal.**

License required for this **RFP: N/A for this RFP**

If you need more information, please contact the Georgia Secretary of State's Professional Licensing Division Call Center at 478-207-2440.

B.10 Compliance with Laws

All work being done under this **RFP** shall comply with all existing State, Federal and local laws and regulations of the various departments or agencies of the State of Georgia. The Proposer shall protect and indemnify the participating GEC School Systems, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any Subproposer.

C. **SCHEDULE and SPECIFICATIONS**

C.1 **Schedule**

The Ware Washing/Safety and Sanitation Program should be in schools and ready to use by each participating GEC School Nutrition Training dates. Training of employees is required prior to the first day of school. Only those Proposers with the necessary resources and a commitment to complete all work on schedule should submit a proposal. See ***Exhibit B*** for each systems 2022/2023 calendar. Verify with each GEC School Nutrition Director for their initial training date. See ***Exhibit A*** for contact information.

C.2 **Specifications**

C.2.1 **Proposer Responsibilities**

1. Proposer will be responsible for meeting all specifications and guidelines set forth herein.
2. The proposer will be responsible for maintaining adequate supplies of product at each site. Site managers will NOT be required to place orders.
3. The proposer shall be responsible for performing a background check for each representative who will be in any participating GEC schools. Proof of background check is not required with proposal, but must be made available upon request.
4. The proposer is responsible for ensuring that all federally required employment forms are completed. Proof of such documentation need not be included with proposal, but must be made available upon request.
5. The proposer must permit access by duly authorized representatives of the USDA, the Comptroller General, or participating GEC School System personnel to any books, documents, papers, or records which are directly related to the contract awarded.
6. Proposer will provide proof of workers compensation and liability insurance.

INSURANCE REQUIREMENTS:

If selected and prior to any work being done, the Proposer/Proposer shall indemnify and hold harmless the participating GEC School Systems, its employees and agents against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Proposer, and Subproposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation on indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the participating GEC School Systems or any of its agents or employees by an employee of the Proposer/Proposer, any Subproposer, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation under

this paragraph shall not be limited in any way by a limitation of the amount or type or damages, compensation or benefits payable under worker's or workman's compensation acts, disability benefits acts, or other employee benefits acts.

(See Attachment A) Prior to the commencement of any work under this Contract, the Proposer shall provide the **Walker County** School System, School Nutrition Director, as GEC RFP administrator, with a copy of a current Certificate of Insurance insuring the Proposer/Proposer, its agents, and employees against claims arising from the work being performed in conjunction with this contract. This aforementioned insurance policy shall insure the Proposer/Proposer, its agents, and employees to the minimum limits of amount as follows:

1. Workers Compensation:
 - a. State: Statutory
 - b. Employers Liability: \$500,000
2. Comprehensive General Liability:
 - a. Bodily Injury:
\$1,000,000 per Person
\$1,000,000 per Occurrence
 - b. Property Damage:
\$1,000,000 per Person
\$1,000,000 per Occurrence
3. Personal Injury with Employment Exclusion deleted: \$500,000 annual aggregate
4. Products and Completed Operations: Same limits as Comprehensive General Liability maintained for one year after substantial completion.
5. Contractual Liability: \$500,000
6. Comprehensive Automobile Liability:
Bodily Injury and Property Damage
\$1,000,000 per Person
\$1,000,000 per Occurrence
7. Umbrella Excess Liability: \$1,000,000

Further, all such insurance shall name the participating GEC School Systems as additional named insured. In the event the Proposer/Proposer has a blanket policy to cover more than the scope of this contract, Proposer/Proposer must then furnish the GEC RFP 23-3 Administrator an endorsement to this blanket policy which specifies that the participating GEC School Systems shall be an Additional Named Insured for the work to be performed under this contract. A "Proposer Sample" of the required Certificate of Insurance is provided as ***Attachment A***.

Proposer is responsible for ensuring all proposer representatives observe participating GEC School District policies prohibiting smoking, alcohol or drug use while on campus.

Proposer shall be sole Proposer and shall fulfill all items and requirements of the proposal.

C.2.2 Material Specifications/ Manual Sanitation and Ware:

The successful proposer must provide and deliver to each site as a condition of this contract and at no additional cost cleaning chemicals, and supplies in sufficient quantity to meet the levels of sanitation required by the health department and school system. Products should be Local, State, Federal approved. Package labeling must exhibit clear dilution and use directions in English and Spanish.

Products, Instructions, MSDS & Dispensers must be color coordinated.

Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions. At minimum these chemicals and supplies must include:

- WARE WASHING DETERGENT, SANITIZER (FOR LOW TEMP MACHINES) , AND RINSE ADDITIVE
- FLOOR CLEANER
- HEAVY DUTY POT AND PAN DETERGENT (For non-Turbo sinks)
- LOW SUDSING HEAVY DUTY POT AND PAN DETERGENT (for Turbo sinks)
- A SANITIZER FOR POTS AND PANS AND OTHER HARD SURFACES
- AN ALL-PURPOSE CLEANER
- A GERMICIDAL DETERGENT
- A DEGREASING DETERGENT
- LAUNDRY DETERGENT
- OVEN CLEANER
- DESCALER
- OSHA-APPROVED DISPENSERS & SPRAY BOTTLES FOR EACH OF THE ABOVE ITEMS
- SANITIZING BUCKETS
- A USDA APPROVED LIQUID HAND SOAP*
- A MEDICATED HAND LOTION/ MOISTURIZING CREAM***
- BARRIER CREAM
- ELBOW-LENGTH POT AND PAN GLOVES
- FLEXIBLE GLOVES APPROPRIATE TO WEAR WHEN CLEANING
- OVEN SCRAPERS
- PPE GOGGLES
- GREEN SCOURING PADS
- PACK CUTTERS

- MSDS SHEETS FOR EACH PRODUCT
- SANITIZING TESTING STRIPS

***** Other products are available upon request and at an additional charge. Example: Zero Freezer Cleaner**

*** Dispensing equipment for 3 products must be provided & installed at each hand-washing sink and/or dishmachine in every school kitchen and maintained as a condition of this contract.**

C.2.3. Specifications/ Equipment and Service:

The successful proposer must provide and deliver to each site, as a condition of this contract and at no additional cost, dish machine chemicals and supplies in sufficient quantity to meet the levels of sanitation required by the health department and school system. Products should clean thoroughly all trays, flatware; pots and any other appropriate small wares and leave no film or residue, and shall not stain or discolor equipment when used at recommended proportions. Products must be appropriate for school food service's use and must include the following services and equipment:

- STANDARDIZED SYSTEM FOR ALL DISH MACHINES THROUGHOUT THE DISTRICT
- COLOR CODED, CLOSED SYSTEM OF DISPENSING THAT CANNOT BE USED IF INCORRECTLY CONNECTED TO PROPER PRODUCTS
- ALL DISPENSERS MUST HAVE L.E.D. DIGITAL READOUTS FOR EFFICIENT DISPENSING - PROVIDE PICTURE OR SAMPLE OF DISPENSERS
- PROPOSER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF DISPENSING EQUIPMENT
- ROUTINE (A MINIMUM OF 9 TIMES IN A SCHOOL YEAR) MONITORING AND MAINTENANCE OF ALL EQUIPMENT DURING ON-SITE VISITS. SCHEDULED SYSTEM DAYS OFF MAY EFFECT THIS ROUTINE. SCHEDULED SUMMER FEEDING SITES WILL BE NOTED ON EXHIBIT A.
- ON-GOING USAGE AND SAFETY TRAINING DURING EACH VISIT
- TROUBLESHOOTING CHECKLIST POSTED NEAR WARE WASH DISPENSING EQUIPMENT
- PROPOSER IS RESPONSIBLE FOR INVENTORY CONTROL & DOOR-TO-DOOR DELIVERY
- CAFETERIA MANAGER'S REFERENCE GUIDE CONTAINING INFORMATION ON PRODUCTS, USAGE AND SAFETY OF SYSTEM

The proposer shall supply, install and service all ware wash dispensers to each site as part of this proposal. Since the dispensing equipment is the property of the proposer, all maintenance and/or replacement of this equipment is the sole responsibility of the proposer.

C.2.4 Adherence to Specifications / Equivalent Brands:

Specifications in this Request for Proposal may have been identified, described and referenced by a brand name or trade name/mark that is intended to be descriptive, but not restrictive, and is only used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified **and include** *such information as necessary to provide adequate basis for determining the quality and functional capabilities of the product being offered detailing the reason(s) why and how the proposed items will meet the specifications and not be considered an exception, and submit adequate information to document this claim.* Proposals which do not comply with these requirements are subject to rejection. If you fail to name an alternate brand it will be assumed that you are proposing, and will be required to furnish, goods identical to the proposal standard. The participating GEC School Systems reserves the right to request product demonstrations and/or samples from any Proposers prior to proposal award. Failure to provide data or product demonstrations/samples may be considered valid justification for rejection of proposal.

C.2.5 Samples

Samples of specified products, equipment, materials, service and training items must be furnished free of expense by **July 12th** which is prior to the opening of proposals. Samples must include the brand name, UPC code, and proposal number. Each individual sample must be labeled with the Proposer's name and address. If samples are not provided AS SPECIFIED, the proposal **will not** be considered. Additional products and services for use by School Nutrition Department or in the school kitchens may be proposed for consideration by the participating GEC Systems. If not destroyed, items will upon request be returned at the Proposer's expense.
Request for the return of the samples must be made in writing and within ten (10) days following the opening of proposals.

C.2.6 Specifications / Service and Training:

The successful proposer will provide a complete School Nutrition Ware Washing/Safety/Sanitation System to each site. Training, site monitoring, on-site delivery of chemicals/cleaning supplies, and a standardized system of reporting are integral parts of the service required. The service should include but not be limited to:

- A set of laminated, color-coded Safety Data Sheets in accordance with OSHA's Hazardous Communications Act for all chemicals and detergents used in school kitchens for all sites.
- Posters for all sites demonstrating the safe, effective method of mixing/using cleaning chemicals and the correct method of hand washing.
- Annual and as needed, on-site training with subsequent site monitoring on effective use and inventory control of chemicals and cleaning supplies. A minimum of nine (9) on-site visits per location is mandatory.
- Annual and as needed, on-site training with subsequent site monitoring on the use of probe thermometers and safe food handling following HACCP guidelines.
- Annual and as needed, on-site training with subsequent site monitoring on work place safety.
- All charts, wall posters, instructional materials, support materials, bottles, containers, etc. will be in English and Spanish. All equipment will also be labeled in the before-mentioned languages.
- Service personnel to inspect dish machines for optimum operation, shall have working knowledge of dish machine, provide training, and insure that dispensing equipment is supplying proper amounts of detergent and rinse agent.
- Service personnel will discuss any issues found during on-site visit with cafeteria manager or other designated individual.
- A Procedure and Reference Guide will be provided in a laminated and wipeable binder for each site, outlining the safe and effective use of cleaning chemicals and supplies, safe food handling and workplace safety. (Prior to publishing the Director of Nutrition Services must approve the procedures.)
- A clear, concise system of reporting by site and collectively, all service calls, training experiences, site observations and cleaning supplies/chemicals delivered to all kitchens. Reporting in an electronic format is preferred.
- A detailed master schedule showing routine service calls and training experiences planned for each individual school. (At minimum each kitchen is to be serviced 9 times during the school year.) Scheduled system days off may effect this routine. ***See Exhibit B***

- Timely delivery of cleaning supplies and chemicals to each site in sufficient quantity to enable each kitchen to meet the districts required level of sanitation. (See Material Specifications). A 24 hour response time is required upon notification of any emergency issue needed by the district.
- In addition to routine service, additional site-based sanitation and safety training will be provided every 2 weeks during the initiation of the program as needed or requested by the cafeteria manager.
- Proposer will provide a complete safety training program including lesson plans and quizzes.
- Provision of training materials/videos in both English and Spanish.
- Proposer to perform annual Hazardous Materials Audit in each site to assess potential district liability.
- Proposer will have at least one certified ServSafe Trainer, certified HACCP Manager, and certified OSHA Safety Compliance Manager on staff to assist the district whenever necessary consultation is needed.
- All service technicians will have completed and be certified in the National Restaurant Association's ServSafe course.
- The service must include ServSafe training & testing for all school nutrition employees needing certification.

D. INCLUDE WITH RFP

D.1. Number of Copies

D.1.1 Submit 1 original and 1 copy of the technical proposal in a sealed envelope. Proposals must be submitted on 8 1/2" x 11" letter size white bond paper, single-sided, typed, and stapled/fastened in upper left hand corner.

D.1.2 Submit 1 original cost proposal in a sealed envelope. Cost Proposal Form needs to be placed in a separate sealed envelope plainly marked with the **RFP#** and title with Cost Proposal Form noted.

D.1.3 Entire **RFP** contents need to be addressed to the **RFP** Administrator noted above. All contents need to be plainly marked with the **RFP#** and title.

D.2. An "Executive Summary" of not more than two pages stating the proposer's overview of the project.

D.3. Technical Proposal

The Technical Proposal shall include the following information:

- D.3.1.** Describe in detail the procedures which will be used to implement the requirements of this **RFP** including:
- a. Timeline for Implementation
 - b. Education
 - c. Frequency of visits
- D.3.2.** Provide the qualifications/certifications for personnel responsible for providing food safety and sanitation instruction to District personnel.
- D.3.3.** Provide a complete, detailed description of the Ware Washing, Safety and Sanitation Program proposed with regard to:
- a. Service and how proposer will meet specifications
 - b. Cleaning detergents - as per material specifications
 - c. Inventory requirements
 - d. OSHA Compliance
 - e. HACCP Verification
 - f. HACCP assessment and documentation
 - g. Description of any additional services not listed in specifications
- D.3.4.** The proposer must provide and deliver samples to the District site, freight prepaid, pre-measured portion controlled liquid detergents. Package labeling must exhibit clear dilution and show instructions in both English and Spanish. Proposer should propose and list all cleaning detergents and supplies needed to maintain proper levels of sanitation as required by the participating GEC Health Departments. (See Listing in Specification Section C.2 Manual Sanitation and Ware Washing) Copies of all labels must be included in the **RFP** packet with product descriptions.

D.4. Business Stability

Provide brief history of the company which includes

- A. The company's involvement with school nutrition programs
- B. Name and phone number of individual who will be primary contact for contract negotiation
- C. Individual who will be program manager for District
- D. Names of persons responsible for service to the District

D.5. References

Provide a minimum of five Georgia Public K-12 School Districts where proposer is currently providing the proposed services. **SEE REFERENCE FORM IN FORM SECTION OF RFP -- SEE MATRIX 2 EVALUATION.** Include for each reference:

- A. Name of the School District
- B. The primary school nutrition contact within that School District
 1. Person's name
 2. Email address
 3. Telephone number

D.6. Company Profile

The Proposer will include with proposal, the legal form of its business organization, that state in which incorporated (if a corporation), the types of business ventures in which the organization is involved and the office location that will be the point of contact for the project described in this **RFP**.

D.6.1 Dun and Bradstreet Report

Proposers are to include with proposal a recent Dun and Bradstreet Business Information Report including; Company Snapshot, Creditworthiness, Payment History & Trends, Public Filings, History & Operations, and Banking & Finance.

D.6.2 Proposers that do *not* provide the D&B Business Information Report may be required to provide a current financial statement.

D.7. Business Litigation (answer required - See Form Section)

The Proposer will disclose any involvement by the organization or any officer or principal in any business litigation within the last five (5) years which may have a material impact or effect on the products and services requested in this **RFP**. The disclosure is to be submitted with proposal and will include an explanation as well as the current status and/or disposition of such litigation.

See Attachment Business Litigation (D.7)

I have disclosed all business litigation information:

Yes ☐ No ☐ *N/A* ☐

D.8. Implementation Plan and Timeline

Include with proposal an Implementation Plan (a detailed explanation of Proposer's proposed method(s) to satisfy the requirements of this project).

D.9. Proposal Submission Guideline

Upon opening of the proposals, all proposals received will be reviewed to ensure that all required forms and information have been submitted by the Proposer and in the order stated in section D below. A checklist has been provided to assure compliance with RFP specifications (*See Form Section*). **All proposal packages must include the following applicable items and attachments should be in the order specified below:**

- a. Executive Summary - (*see D.2*)
- b. Company Profile - (*see D.6*)
- c. Dun & Bradstreet Report - (*see D.6.1 & D.6.2*)
- d. Insurance Example - Due After Award – ***Attachment A*** – (*see C.2.1.6*)
- e. Acknowledgement of Addenda – ***Attachment B*** - (*see B.1 and B.5*)
- f. Site Visit/Communication Summary – ***Attachment H*** - (*see A.4*)
- g. GSIC Affidavits for Proposer -***Attachment C, D, E, and F***– (*see B.7*)
- h. Georgia Business License/Occupational Tax Certificate or Certificate of Authority - (*See B.8*)
1. Business Litigation Information - (*see D.7*) - (*form section*)
- j. Implementation Plan and Timeline - (*see D.8*)
- k. Include samples of specified products, equipment, materials, service and training items - including warranty -(*see C.2*)
1. Background of Proposer - (*see A.2.1*) - (*form section*)

- m. Proposer's References - (see D.5) - (form section)
- n. Disclosure of Lobbying Activities -**Attachment G** - (see XII)
- o. Cost Proposal Form - (see D.10.1 & D.11.1) -**Attachment I** - (submit in separate envelope)
- p. "NO RFP" REPLY" - (see D.11.2) - **Attachment J** - (submit in separate envelope)
- q. Authorized Signature of Proposer – (see D.10.1 & D.11.1) – (form section)- (submit in envelope with Cost Proposal Form)
- r. Vendor Affidavit (E-Verify) - (see D.11.1) – **Attachment M** - (submit in envelope with Cost Proposal)
- s. Debarment & Suspension Verification – (**Attachment K**) – (see standard terms I)
- t. Non-Collusion Affidavit – (**Attachment L**)- (see standard terms X)
- u. RFP Checklist for Specification-(see D.9)
- v. W 9 - Due After Award - (See Section F) - (form section)
- w. Technical and Cost Evaluation - **Matrix 1**
- x. Proposer Reference Evaluation - **Matrix 2**

D.10 Best and Final Offer

Since the participating GEC School Systems has the discretion to award the project on the basis of the initial **RFP** responses without exercising the discretionary right to negotiate, the participating GEC School Systems strongly encourages Proposers to provide its "Best and Final Offer" to this **RFP**.

D.10.1 Proposer(s) shall submit their cost responses into the Cost Proposal Form provided herein. Proposer(s) shall not deviate from the structure established in the Cost Proposal Form. Submission of incomplete Cost Proposal Forms or Cost Proposal Forms that deviate from the clearly established structure may result in the rejection of the proposal as non-responsive. **Cost Proposal Form needs to be placed in a separate envelope, plainly marked with the RFP# and title with Cost Proposal Form noted. See Attachment I.** With the Cost Proposal Form also submit the Authorized Signature of Proposer Form and the Vendor Affidavit - Attachment M in the same envelope.

D.11. Cost Proposal

Proposer shall outline a pricing schedule that identifies all elements meeting GEC buying cooperative requirements. The cost proposal shall be for a delivery of the program to all sites on a "Set Annual Cost" basis. All schools are in operation for 10 months (August - May) each year. Scheduled Summer Feeding sites will be noted on **Exhibit A**. Monthly invoices will be derived by dividing the Annual Cost by ten.

Prices proposed are to be Freight On Board (FOB) delivered to any and all locations in the **GEC School District** sites identified on **Exhibit A** and shall not include city, state or federal taxes.

Cost increases or decreases may be passed on to the District at renewal, but increases may not exceed 10 – 20% based on the Consumer Price Index or Wholesale Price Index, whichever is lower, as published for the first quarter. In the event of a price increase that exceeds 10 – 20%, this contract must be re-proposed.

D.11.1 See Cost Proposal Form

All relevant, applicable costs and fees are to be included in the Cost Proposal.

Proposer(s) shall submit their cost responses into the Cost Proposal Form provided herein. Proposer(s) shall not deviate from the structure established in the Cost Proposal Form. Submission of incomplete Cost Proposal Forms or Cost Proposal Forms that deviate from the clearly established structure may result in the rejection of a proposal as non-responsive. **Cost Proposal Form needs to be placed in a separate envelope plainly marked with the RFP# and title with Cost Proposal Form noted.** *See Attachment I.* With the Cost Proposal Form also submit the Authorized Signature of Proposer Form and the Vendor Affidavit - Attachment M in the same envelope.

D.11.2 "NO RFP" Reply Form

If you do not wish to respond to the **RFP**, please complete the "NO RFP" REPLY FORM located in the Form Section of this **RFP**. *See Attachment J.* This acknowledgment allows participating GEC School Systems to know that you are not interested in submitting a quotation on this **RFP** at this time and/or gives you an opportunity to be retained on the proposer list.

D.12 Presentations/Demonstrations

The participating GEC School Systems reserves the right to require demonstration(s) of capabilities related to proposals received. Proposers must be prepared to discuss the salient points of their proposal within 2 business days of the request. No presentations, individually or collectively, will be made without such invitation by the participating GEC School Systems.

E. EVALUATION

E.1 Suspension and Debarment/Excluded Parties List System

The **RFP 23-3 GEC Evaluation Committee** will check the EPLS website at <http://www.sam.gov> to determine if a Proposer is listed.

E.2. Evaluation Summary

In most instances where possible, all contracts and open market orders will be awarded to the lowest responsible Cost Proposal meeting all proposal requirements and specifications. The participating GEC Systems will award to the most responsive and most 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 participating GEC System Boards of Education. The participating GEC School Systems reserves the right to evaluate all technical responsive proposals stated in the evaluation criteria and then review the cost proposal. Evaluations will be calculated for a recommended award. In scoring against the stated criteria, the participating GEC School Systems may consider such factors as accepted industry standards and a comparative evaluation of all other qualified **RFP** responses in terms of differing price, quality, and contractual factors. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method. The SFA shall maintain complete documentation of the award process including the score sheets for each proposal received.

E.2.1 Evaluation Committee

The Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the **RFP**. Technical submittals will be evaluated and scored in categories as follows:

SEE MATRIX 1 EVALUATION

- **Reputation of Proposer and Proposer's Services - 15 points**
- **Quality and Convenience of Proposer's Foods and Services –27.5 points**
- **Knowledge of Program – 27.5 points**
- **Purchase Price - 30 points**

SEE MATRIX 1 EVALUATION FOR COMPLETE DETAIL OF EACH ITEM

E.2.2 Ranking

One proposal is the technical proposal where the proposer offers a description of processes and materials that will meet the material requirements of the **RFP**. The second proposal is supposed to be a price proposal. This is where the proposing proposer provides a price quote for the services and materials proposed in the technical proposal. The evaluation committee is supposed to review the technical proposals, request clarification of the proposals and determine the top two or three proposals. Once this is done the committee would open the price proposals of the top two or three Proposers only. Once the pricing has been reviewed, the committee should determine which proposal best meets the needs of the SFA and award the contract based on the most responsive and most responsible Proposal. 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 participating GEC System Boards of Education. The proposal receiving the highest points total will be recommended by the participating GEC Systems.

F . AWARD

Awards on contracts and proposals of \$25,000 or more must be approved by the Board of Education on the first practical BOE meeting date after the **RFP** deadline. The participating GEC School Systems reserves the right to accept other than the lowest cost proposal, or the highest points total ranked proposal when the interest of the participating GEC School Systems can be better served and a justification of why this vendor was selected will be documented. Where time is of the essence, the best delivery date offered will be taken under consideration in awarding proposals. A recommendation for approval will be confirmed by the RFP 23-3 Administrators and sent to the Board for approval. A binding contract will be issued after the approval.

The W 9 form is required by each participating GEC system upon award and prior to any work being performed. You will find a W 9 Form in the form section.

G. ACCESS TO PRICING INFORMATION

G.1 Open Records

Proposers are cautioned that any documentation submitted with or in support of a proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information as "Confidential," "Proprietary," or in any other manner may not protect this material from public inspection upon request. By submitting a proposal in response to this Request For Proposal, the Proposer agrees that it will not request, and will not authorize anyone on its behalf to request any other Proposer's response to this Request For Proposal until such time as the participating GEC School Systems has selected the successful Proposer. Likewise, Proposer will not utilize any information contained in any other Proposer's response to this Request for Proposal regardless of how that information is obtained, in formulating any response to this Request for Proposal. Violation of these assurances is grounds for rejection of the Proposer's response.

G.2 After an award is made, the chosen proposer and amount will be posted on the **Walker County** School System website.

Directions:

Go to <http://walkerschools.org>

Click **Departments** under Central Office heading in upper right corner of web page.

Under **School Nutrition**, find the link to **open Bids/RFP**

Other information relating to an **RFP** that is not listed on the school system website is available through an Open Records request. After receipt of the Open Records request and prior to any record retrieval, the requestor will be provided with a cost estimate of the costs to access the documents and for photocopies, and the day/time such records will be available for viewing. If records are to be copied and mailed, full payment must be received prior to delivery of the records. Payment options are limited to U.S. currency; company checks or money orders (no personal checks).

G.3 **The proposal tabulation shall not be construed as "notice of award," it merely is a record of the proposal prices that were submitted.** In most instances, all contracts and open market orders will be awarded to the lowest responsible proposal meeting all specifications, however, the Board reserves the right to reject any or all proposals and to accept other than the low proposal when the interest of the school system can be better served.

G.4 Notice of Award will be provided to all that submitted a cost proposal.

H. CONTRACTS

H.1 Funding Approval and Availability

The fiscal year for participating GEC Schools begins July 1, 2022 and ends June 30, 2023. This solicitation and any resulting contract(s) may contain renewal and extension options - 1 year base and 4 additional **1** year options that are subject to approval and funding of the participating GEC Boards of Education which shall terminate absolutely without further obligation on the part of the participating GEC Boards of Education at the end of the fiscal year following the date of solicitation and at each June 30 renewal anniversary date thereafter unless the successful proposer is notified otherwise and agrees in writing to the exercise of renewal and extension options. No

purchase will be made if funding is not approved by the participating GEC Boards of Education.