Rockdale County Public Schools
Purchasing Department
1062 North Street
Conyers, Georgia 30012

Invitation for Bid (IFB)

For

Produce Bid

May 13, 2024

IFB Number:	**2024-0012**
Due Date:	**May 27, 2024**
Time Due:	**11:00 a.m., ET**
NIGP Commodity Code(s):	**019-41, 019-90, 390-28, 390-21**

Rockdale County Public Schools
Produce Bid No. 2024-0012

BIDDER/CONTRACTOR DATA SHEET

SUBMITTED BY (SIGNATURE) _____

COMPANY OR BUSINESS NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

TAXPAYER IDENTIFICATION NUMBER(S) _____

	CONTRACT ADMINISTRATOR INFORMATION
NAME	
TITLE	
ADDRESS	
CITY/STATE/ZIP CODE	
PHONE	
FAX	
EMAIL	

REMITTANCE ADDRESS AND CONTACT INFORMATION (*if different from address listed above*)

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE _____

FAX _____

CONTACT _____

Doing Business As: ☐ Corporation ☐ Gov Entity ☐ Sole Proprietorship ☐ Partnership

☐ Individual ☐ LLC ☐ Other _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

ADVERTISEMENT FOR REQUEST FOR INVITATION TO BID

Rockdale County Public Schools invites vendors to submit their proposal to this produce bid.

If you are unable to download these documents, you may contact the Director of Purchasing: Marki Dixon at (770) 860-4295 or mdixon@rockdale.k12.ga.us.

Online submittal instructions can be viewed at the following location online: https://rockdaleschools.bonfirehub.com/opportunities/138889.

Proposals shall be submitted online at https://rockdaleschools.bonfirehub.com/opportunities/138889. The Purchasing Department will only accept proposals submitted online. Proposals submissions are due 11:00 a.m., ET May 27, 2024 (as determined by the time stamp clock when submitted online).

RCPS will ***only*** accept online submissions for this IFB. Proposals can be submitted online at: https://rockdaleschools.bonfirehub.com/opportunities/138889. Proposals submitted after the proposal close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

To ensure proper and timely submission please adhere to the dates and times outlined below.

Rockdale County Public Schools

Marki Dixon
Director of Purchasing

TENTATIVE TIMELINE

05/13/2024	Release IFB to the marketplace
05/20/2024	Deadline for written questions, 12:00 p.m., ET
05/23/2024	Response to questions to be posted to Bonfire.
05/27/2024	IFB Submission due by 11:00 a.m., ET
05/27/2024	Administrative Review
05/27/2024	Bid Opening
06/20/2024	Board Meeting Recommendation to the RCPS Board of Education

In accordance with Federal Law and U.S. Department of Agriculture policy, the District does not discriminate on the bases of race, color, national origin, sex, age, religion, or disability in any educational programs or activities or in employment policies and practices.
To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

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1.0 PURPOSE

1.1 The purpose of this Invitation to Bid (IFB) is to request vendors to submit proposals to submit to the produce bid.

1.2 Qualified Vendors and/or individuals responding to the produce bid IFB must have the experience, capacity, and resources for a K-12 educational district.

1.3 The produce bid must meet all aspects of responsibilities for Nutrition Program Administration Operations in meeting United States Department of Agriculture (USDA) and Georgia Department of Education (DOE) requirements for program administration and compliance.

1.4 In using this method for solicitation, RCPS is seeking the lowest priced responsive and responsible bidder meeting specifications and requirements. The bidder who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the IFB, and who is clearly capable of delivering the products or services specified. Periodically, the lowest responsible bidder will not always be the bidder who has submitted the lowest monetary bid. To be eligible for consideration, sealed bid response shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Bidder to meet all specifications and guidelines set forth herein. Award bids will be made in the best interest of Rockdale County Public Schools. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Rockdale County Public Schools.

2.0 SPECIFICATION

2.1 The Rockdale County Public Schools (RCPS) is located in the city of Conyers, Georgia. Rockdale County Public Schools has a student population of approximately 15,000 + students in 22 schools and administrative buildings.

2.2 RCPS Nutrition Department is looking one vendor to provide pricing on all the items of the attached line bid. Bottom line Bid (all or none).

2.3 The vendor must contact RCPS Nutrition Administration to schedule a delivery.

2.4 Delivery of produce items is expected on a weekly basis, per: agreed upon schedule.

2.5 Any deviation from the specifications must be clearly identified in a letter accompanying the bid. The furnishing of cuts, catalogs, or printed descriptions will not relieve the Vendor of this requirement. The District will be the sole determiner as to whether the substituted item is of equal or better specification. If the District determines that the modifications or deviations from the specifications are not in compliance, the bid may be rejected.

2.5 Vendor's failure to deliver any items according to specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the Vendor's list.

2.6 For Goods: Manufacturers listed, as "Model Equivalence" in the IFB, are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. The District will be the sole determiner as to whether the substituted item is of equal or better specification.

2.7 If there is an error in the description or specifications contained in the IFB, the District reserves the right to notify each of the Vendors separate from the IFB of such specification or description change and may require all bids to be in compliance with such modification. In the case of an error in the specifications or the descriptions, the District further reserves the right to cancel the IFB and rebid.

2.8 For Food: School Nutrition programs are required to "Buy American" (7 CFR 210.21), when purchasing domestic commodity or product with Federal Funds to the extent practicable. If the domestic commodity or product is unavailable, the distributor shall promptly notify the School Nutrition Department which will then determine the best alternative product for the District.

2.9 Domestic commodity or produce means: 1) an agricultural commodity that is produced in the U.S., and 2) food that is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (Substantially is defined as: over 51 percent of the final processed product consists of agricultural commodities grown domestically.)

3.0 GENERAL INFORMATION:

4.1. All communications regarding this solicitation must be with Marki Dixon, The Director of Purchasing for RCPS.

4.2. All questions or requests for clarification must be sent to Marki Dixon at https://rockdaleschools.bonfirehub.com/opportunities/138889.

4.3. All addendums related to this solicitation will be posted on RCPS website at Bid Opportunities - Rockdale County Public Schools (rockdaleschools.org) It is the contractor's responsibility to check the website for any addendums, responses to contractors' questions, or other communications related to this solicitation.

4.4. Vendor is not required to submit proof of insurance with proposal but must submit within five (5) business days after receiving a letter of intent. The insurance requirements are included in section 6 of the General Terms and Conditions.

4.5. The ACORD certificate of insurance must list Rockdale County Public Schools as the additional insured.

4.6. Vendor agrees to and shall extend all of the same pricing, terms and conditions quoted to Rockdale County Public Schools (RCPS), to all RCPS authorized non-traditional schools and Departments.

4.7. Due to the large number of Vendors listed in certain commodity categories, not all Vendors will necessarily be sent an IFB each time one is issued. Invitations for Bid issued by the District are advertised on the District's internet-site http://portal.rockdale.k12.ga.us/about/fs/ps/bids/Pages/default.aspx. It is the vendor's responsibility to check the RCPS Bid Opportunities website for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

5.0 **PRICES QUOTED**

5.1 For Goods: Bid pricing must include any and all delivery charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

5.2 All bid quotes MUST remain firm for the requested Contract term. If prices need to be increased due to market volatility, then the District reserves the right to award to the next lowest Vendor if that company is able to hold prices firm at their original bid price, or re- bid the item(s).

5.3 For multiple year Contracts, no more than one (1) price change on any individual product will be allowed during any following 12-month period. Actual price must be based on current manufacturer's price to the dealer plus dealer mark-up. Price changes to the District during the bid period will be allowed based on the percentage change of the manufacturer's cost to the dealer during the bid period. The District must be allowed a minimum of thirty (30) days notice before price changes become effective.

5.4 Quantities/amounts noted in the IFB are estimates. Vendors are advised that the actual number purchased/required may vary from those in the IFB, depending upon the needs of the District and the availability of funds.

5.5 Bids that contain minimum order amounts may not be accepted unless called for in the Special Terms and Conditions.

5.6 Prompt payment discounts will be considered for the purposes of bid evaluation and award.

5.7 Prices: All prices offered shall be firm against any increase for 1 year from the date of the award. Subsequently, the school district may entertain a request for escalation/de- escalation on as needed basis. These price adjustments must be based on changes in market conditions and verified in accordance with the most recent publication from a valid third party. (See examples below:

1. USDA Agricultural Marketing Service (AMS) Report,
2. Yearly Percentage Change in the Consumer Price Index (CPI)
   for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics,
3. Class I raw food prices based on monthly USDA Federal food
   Order announcements for the applicable geographical zone (may wish to include additional stipulations for food within this clause), and/or other valid third party.)

Request for price increases and/or decreases must be submitted to the school district 5 days prior to taking effect. The aforementioned third-party publication/documentation must accompany requested price increases.

The SFA reserves the right to accept or reject the request for a price increase and will maintain documentation of approval or denial. If price increases escalate above 10 % per the awarded price of each product, the SFA reserves the right to provisionally purchase the product from another source if an equal and more reasonably priced option can be acquired, based on specifications. This clause also obligates vendor to provide price decreases from de-escalation on the same terms.

If administrative/operational fixed fees are also significantly affected by market conditions during periods of unprecedented economic instability, that are beyond the control of either the SFA or the vendor, a fixed fee price adjustment can also be increased up to 5% on as needed basis. This fixed fee price increase must be verified by the current applicable Consumer Price Index, such as the monthly Consumer Price Index motor fuel index for times when fuel prices unexpectedly increase rapidly.

The publication/documentation must accompany associated requested price increases.

6.0 SAMPLES

6.1 When required, samples must be furnished at the Vendor's expense and at no cost to the District.

6.2 Samples are to be labeled with product information/specifications.

6.3 The District will assume no responsibility for items lost or destroyed when being inspected or tested.

7.0 VENDOR'S EVIDENCE OF RESPONSIBILITY

7.1 The District reserves the right to require a financial statement and/or Dun and Bradstreet rating from any Vendor who submits a bid. The Vendor must submit a current financial statement and/or Dun and Bradstreet rating within 24 hours after notification of such requirement.

7.2 If your company has not done business with the District within in the past five years, you are required to furnish all information listed on the Determination of Responsibility form**.**

5.0 GENERAL TERMS AND CONDITIONS

5.1 By submitting a response to this request, the contractor accepts the responsibility of reading, understanding and abiding by the General Terms and Conditions below:

The District shall evaluate proposals in accordance with the evaluation criteria set forth in this Request for Proposal (IFB). Subsequent to the opening of the sealed proposals, discussion may be conducted between the District and any responsive and responsible Bidder who submits a proposal that is determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In conducting any such discussions, the District shall not disclose any information derived from proposals submitted by competing Bidders. All such discussions shall be conducted by the Contract Administrator, Marki Dixon, and must be submitted in accordance to the Schedule of Events (Appendix A).

5.2 The District shall accord Bidders fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

5.3 The District reserves the right to reject all proposals, to reject any proposal that is non-responsive or not responsible, and to waive technicalities and formalities.

5.4 Any manufacturers listed within this proposal are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. RCPS will be the sole determiner as to whether the substituted item is of equal or better specification.

5.5 Bidders are instructed to carefully read all terms, conditions, and specifications set forth in the IFB. Proposal forms must be completed in their entirety. **Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by RCPS**. Each Bidder is required to furnish all information requested in the Invitation for Bid.

5.6 While the District desires the maximum amount of competition, it cannot assure that all potential Bidders will be sent an IFB each time one is issued. IFBs issued by the District are advertised on the District website, https://www.rockdaleschools.org/departments/financial_services/purchasing/bid_opportunities . Thus, Bidders are advised to view this site regularly for a listing of IFBs.

5.7 All Addenda will be posted on the District's website (noted above). Bidders are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive. Addenda will be e-mailed to all potential Bidders who requested a copy of the IFB. The District will not be bound by oral responses to inquiries or written responses other than addenda.

6.0 Insurance Requirements

The Bidder/Contractor agrees that, prior to the beginning of any work by the Bidder/Contractor or any Subcontractor, as the case may be; the Bidder/Contractor will furnish, upon request, the following to the District.

- Workers Compensation Insurance Certificate:
  A certificate from insurance company showing a policy of Worker's Compensation Insurance in any amount which fully complies with the statutory requirements of the State of Georgia and which includes $1,000,000 employer's liability or a certificate from Georgia Workmen's Compensation Board showing Contractor as being an approved self-insured.

- Commercial General Liability and Property Damage Insurance Certificate:
  A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least $1,000,000/2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. Personal Injury, including death – minimum limits of $1,000,000 for each person and $2,000,000 for each accident. Property Damage - minimum limits of $1,000,000 for each accident and $2,000,000 for aggregate of operations (annual).

- Business Automobile Insurance:
  A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of $1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

Disposition: Certificate of insurance must be sent to the District/Owner prior to commencement of work. See the following endorsement required on this certificate.

- The Contractor's policies will be primary, non-contributory, and occurrence based. The insurer shall waive all rights of subrogation and contribution it may have against the District/Owner, its officers, employees and agents, and their respective insurers. The policy shall name the District as an additional insured in accordance with standard ISO additional insured endorsement form (CG2010(1185) or equivalent language.

All insurance policies shall be with carriers licensed to do business in the State of Georgia, and carry an AM Best rating of "A" or better.

7.0 ADDITIONAL GENERAL TERMS AND CONDITIONS

By submitting a response to this request, the contractor accepts the responsibility of reading, understanding and abiding by the additional General Terms and Conditions below:

7.1 DEBARMENT AND SUSPENSION VERIFICATION

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

By signing this agreement, the contractor is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Vendor will immediately notify the District if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

8.0 VENDOR REQUIREMENTS

8.1 Vendor must be primarily engaged in the business of proving produce and produce products.

8.2. Vendor must have proven experience in providing the service specified in this solicitation.

8.3. Vendor must have adequate equipment, qualified personnel and the financial ability to provide the services specified in this proposal.

8.4. The Rockdale County Board of Education desires that the Rockdale County Public Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any RCPS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than $50.00), which must be disclosed to the immediate supervisor and the Department of

Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted. (Refer to Policy GAG and GAJB).

8.5. All contractors and vendors desiring to do business with the RCPS and/or to participate on RCPS contracts shall be required to comply with Board policy GAG, Staff Conflict of Interest. All vendors and contractors doing business with the RCPS shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

8.6. Vendors shall not contact RCPS Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal, request for qualifications or invitation for bid is formally under development and a recommendation is made by the administration to the Board; if applicable. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

9.0 SUBMISSION REQUIREMENTS

9.1 Proposals shall be submitted online via the following link:
https://rockdaleschools.bonfirehub.com/opportunities/138889

9.2 The following ***required documents*** must be submitted with your proposal:

1. ***Non-Submittal Response Form***
2. ***Offeror affirmation form (required for valid submission)***
3. ***Contractor information form (required for valid submission)***
4. ***Bidder's Exceptions***
5. ***Offeror reference form (required for valid submission)***
6. ***Joint venture affidavit (check the appropriate box on the form)***
7. ***Primary vendor / subcontractor utilization (check the appropriate box on the form)***
8. ***Promise of non-discrimination (required for valid submission)***
9. ***Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)***
10. **Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.**
11. **Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable**
12. **Affidavit of Exception, if applicable**
13. **Local Preference Form**
14. **Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)**
15. ***Copy of local or state business license or permit.***
16. ***Signature page to RCPS contract***
17. ***Appendix E Certificate of Non-Collusion***
18. ***Anti-Collusion Affidavit***
19. ***Buy American Justification Form***
20. ***Civil Right Assurance***
21. ***Certificate Regarding Lobbying-Contracts, Grants, Loans and Cooperative Agreements***
22. ***Produce Tab Pricing (Excel File) Please attach.***

9.3 Proposals cannot be withdrawn after they have been submitted unless contractor makes a request in writing to the Director of Purchasing prior to the time set for receiving bids, or unless the Director of Purchasing fails to accept or reject the bids within one hundred and twenty (120) days after the date fixed for receiving said proposals.

9.4. Proposals which contain irregularities of any kind and/or do not comply fully with requirements stated in the solicitation documents may be rejected at the discretion of the Purchasing Manager. RCPS shall not be liable for any costs associated or incurred by contractor in conjunction with preparation of solicitation responses.

9.5. RCPS reserves the right to waive any minor informality or error in the solicitation or contractors' proposal which will not adversely affect competition.

9.6. By submitting a response, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service and is in all respects fair and without collusion or fraud; that collusive pricing is understood to be a violation of state and federal law and can result in fines, prison sentences and civil damage awards. It is further agreed that the contractor agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of RCPS and that the person signing this bid is duly authorized to bid on behalf of the contractor.

9.7. Failure to provide a submission with correct information listed may result in rejection of the proposal. If further information is required to demonstrate responsibility such as providing copies of licenses or permits (other than those mentioned, certificates, etc., the contractor will be notified, in writing and given five (5) days from notification to supply such information.

After the closing date and time, Procurement Services will conduct an administrative review of all bids received to determine responsiveness. Bids that are deemed to be responsive will be evaluated. Bids that are deemed to be non-responsive will not be evaluated or considered for award.

10.0 AWARD

10.1 Please be advised that it is the policy of the Rockdale County Public Schools that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the contractor.

10.2 This contract shall be for one (1) base term (of one year or less) with four (4) one-year options to renew at the sole discretion of the Superintendent of RCPS. The contract will be conditional upon the contractor's ability to comply with requirements set forth in the solicitation documents.

10.3 RCPS has selected as its owner's representative, Director of Nutrition. Supervision of the contract will be performed by the owner's representative or his/her designee.

10.4 Contractor shall not provide goods or services until a purchase order has been issued by RCPS's Purchasing Department.

10.5 The original and one (1) copy of itemized invoices must be submitted to:

Rockdale County Public Schools
Attn: Accounts Payable Department
P. O. Box 1199
Conyers, Georgia 30012

10.6 Invoices must include the RCPS purchase order number and the "ship to" location where the goods and/or services were delivered that do not include this information will be returned to the vendor.

10.6.1 Separate invoices are required for each purchase order.

10.6.2 The accounts payable department may be contacted at (770) 860-4256.

10.7 Vendor Payment

RCPS may make payments to vendors via one of the following:

10.7.1 Automated Clearing House (ACH)

10.7.2 Check

10.8 At the end of each contract term, the awarded vendor may request a price re- determination. Price re-determination requests must be submitted to the Purchasing Department Contract Administrator ninety (90) days prior to the contract term expiration date accompanied by justification of price re- determination. RCPS may, at its discretion:

10.8.1 Accept the proposed price re-determination.

10.8.2 Reject the proposed price re-determination.

10.8.3 Suggest an alternative price re-determination.

10.9 If RCPS rejects a proposed price re-determination the awarded vendor may:

10.9.1 Continue with the existing pricing.

10.9.2 Suggest an alternative price re-determination.

10.9.3 End the contract.

10.10 RCPS reserves the right to reject all proposals when such action is in the best interest of the district.

10.11 Awards will be posted on the RCPS website at: https://www.rockdaleschools.org/departments/financial_services/purchasing/bid_opportunities

10.12 RCPS reserve the right to award by line item this contract to **one** or multiple vendors.

10.13 Prices will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (IFB) will be evaluated based upon criteria formulated around best value, which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply services or commodities. A contract will be awarded to the lowest responsive and responsible Bidder whose proposal meets the requirements, specifications and contract terms contained in the IFB.

10.14 Proposals must include any and all delivery charges, unless otherwise stated. Delivery will be as specified under Shipping.

10.15 All prices are to be FOB destination; as specified in the Special Terms and Conditions.

10.16 Time of delivery is part of the bid and must be adhered to. Delivery times in excess of ten (10) business days are not favored and may not be accepted. If it is impossible to meet the delivery specified in the bid, Vendor shall state the best delivery possible in the space provided on the Bid Request. Time shall be stated in days and days shall mean "calendar days".

10.17 If the items have not been delivered by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items and/or any other pending purchase orders from the same Vendor and/or permanently remove the Vendor from the District's Vendor list.

11.0 CONTRACT

11.1 By submitting a response to this solicitation, the contractor affirms that it has read and will accept all provisions of the contract as written and attached to this solicitation. Contractor also understands that these provisions are non-negotiable and that the contract is not legally binding upon the parties until executed by RCPS and contractor. The contractor must sign and submit the contract signature page with the response to the solicitation. By doing so, the contractor acknowledges that it accepts the provisions of the RCPS contract as written.

11.2 Should the General Terms and Conditions be in conflict with the Special Terms and Conditions, the Special Terms and Conditions will prevail.

APPENDIX E
CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the Contractor understands and agrees to the following:

He or she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Certificate, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor, or to secure through an collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County Public Schools or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this Certificate.

Contractor's Full Legal Name:
(PLEASE TYPE OR PRINT) _____

Authorized Signature: _____

Printed Name and Title of Person Signing: _____

Date: _____

Company Address: _____

Fax Number: _____

Email Address: _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

ANTI-COLLUSION AFFIDAVIT

STATE OF:

COUNTY/CITY OF:

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

_____

Signed

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

Notary Public (or Clerk or Judge) _____

My commission expires: _____

BUY AMERICAN JUSTIFICATION FORM

The Buy American Justification Form assists school food authorities (SFAs) with validation documentation to purchase non-domestic food products with nonprofit school food service account funds, in accordance with 7CFR 210.21(d). SFAs should complete this form upon identification of each non-domestic food product being served in the U.S. Department of Agriculture's (USDA) School Nutrition Programs. Compliance with the Buy American Provision (BAP) is included in each SFAs Administrative Review (AR), and SFAs may use this to demonstrate justification for using non-domestic products when appropriate. The Buy American requirements are summarized in USDA Memo SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the NSLP. SFAs are listed as the responsible parties for justification.

SNP School or District documenting justification:			
Date:		**Name of individual completing form:**	

Non-Domestic Agricultural Product:		
	Please enter answers in column below:	
Product Name:		
Purchase Unit:		
Storage Area: (Ex: cooler, freezer, dry storage, etc.)		
Country of Origin of Non-Domestic Product: (Ex: processed in China, grown in Mexico, packed in Brazil, etc.)		
Alternative Considerations to Using Non-Domestic Products		
	Please enter answers in column below:	
1. Cost analysis: (Domestic cost is significantly higher than non-domestic)	☐ **YES**	☐ **NO**
a. Bid Cost per Unit of Domestic Product:	**$**	
b. Bid Cost per Unit of Non-Domestic Product:	**$**	
Additional explanation for decision:		

2. Availability or Seasonality: (Product not currently grown domestically)		
a. Documentation demonstrating current unavailability on file: (Ex: Copy of Weekly Marketing Report or National Processing Report from Agricultural Marketing Service (AMS)) **Note: Letter from vendor is insufficient by itself.**	☐ **YES**	☐ **NO**
3. Are other domestic Sources available? (Ex: Bid-awarded domestic juice unavailable from vendor's listed manufacturer but can be ordered through a different manufacturer with an insignificant cost increase.)	☐ **YES**	☐ **NO**
a. If yes, explain how you used other domestic sources:		
4. Is there a comparable substitute? (Ex: serving domestic edamame instead of non-domestic garbanzo beans during seasons of low availability)	☐ **YES**	☐ **NO**
a. If yes, what other alternatives to using non-domestic food were considered?		
Resulting Decision for Domestic vs. Non-Domestic		
	Please enter answers in column below:	
After considering alternatives to non-domestic products, were foreign products still used?	☐ **YES**	☐ **NO**
a. If yes, explain why non-domestic products were used instead of an alternate domestic product:		

Note: School should retain and make notes of communications regarding the reasons for the exception to the Buy American provision. This includes but is not limited to email or procurement notes of discussion regarding alternatives to non-domestic products purchased by the school.

_____

Signature of Food Service Director *Date*

This form is available electronically.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

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 C.F.R. §§ 180.300, 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, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier 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(S)	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 (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.

Instructions for Certification

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

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) 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 C.F.R. 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.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall 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 with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) 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 System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

(9) Except for transactions authorized under paragraph (5) 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Civil Rights Assurance

The entire Civil Rights Assurance Statement must be included on all contracts, agreements, solicitations. Modify the assurance to specify your school district. The full assurance statement is as follows:

Rockdale County Public Schools hereby agrees that it will comply with:

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

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

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

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

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

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

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

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

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

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

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient,

or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Rockdale County Public Schools 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 Rockdale County Public Schools, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of Rockdale County Public Schools.

_____ _____

Signature(s) Date

Printed Name:_____

Title:_____

CERTIFICATION REGARDING LOBBYING -CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization **Name** Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, **as applicable**.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) 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."

(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. 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. 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.

(G) 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).

(H) 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 governmentwide 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors 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.

(J) Procurement of recovered materials. 200.322 A non-Federal entity that is a state agency or agency of a political subdivision of a state 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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

ROCKDALE COUNTY SCHOOL NUTRITION MANAGERS

BARKSDALE ELEMENTARY
596 OGLESBY BRIDGE RD, CONYERS, GA 30094
MANAGER : AMY YATES
PHONE: (770) 761-1847 (13124)
ayates@rockdale.k12.ga.us 601-0178

C.J. HICKS ELEMENTARY
1300 PINE LOG RD, CONYERS, GA 30012
MANAGER: KIMBERLY BARRETT
PHONE: (770) 761-1857 (14124)
kbarrett@rockdale.k12.ga.us 603-0110

FLAT SHOALS ELEMENTARY
1455 FLAT SHOALS RD, CONYERS, GA 30013
MANAGER: MICHELE CHANNELL
PHONE: (770) 761-1854 (15124)
mchannell@rockdale.k12.ga.us 602-2050

HONEY CREEK ELEMENTARY
700 HONEY CREEK RD, CONYERS, GA 30094
MANAGER: RENITA JAQUES
PHONE: (770) 761-1848 (16124)
rjaques@rockdale.k12.ga.us 605-0174

HIGHTOWER TRAIL ELEMENTARY
2510 HIGHWAY 138 N.E, CONYERS, GA 30012
MANAGER: LINDA RUDISAIL
PHONE: (770) 761-1852 (17124)
lmallam@rockdale.k12.ga.us 604-0289

J.H. HOUSE ELEMENTARY
3100 ZINGARA ROAD, CONYERS, GA 30012
MANAGER: MIA WILLIAMS
PHONE: (770) 761-1858 (18124)
mthomaswilliams@rockdale.k12.ga.us 606-5050

LORRAINE ELEMENTARY
3343 EAST FAIRVIEW RD, STOCKBRIDGE, GA 30281
MANAGER: TAMMY LEWIS
PHONE: (770) 761-1850 (35124)
tlewis@rockdale.k12.ga.us 607-0197

PEEK'S CHAPEL ELEMENTARY
2800 AVALON PKWY, CONYERS, GA 30013
MANAGER: TINA REINHARD
PHONE: (770) 483-6517 (19124)
treinhard1@rockdale.k12.ga.us 609-0102

PINE STREET ELEMENTARY
500 SIGMAN RD, CONYERS, GA 30012
MANAGER: AMANDA GARNER
PHONE (770) 761-1855 (20124)
agarner@rockdale.k12.ga.us 608-2052

SHOAL CREEK ELEMENTARY
1300 MCWILLIAMS RD, CONYERS, GA 30094
MANAGER: LYNNETTE BOWLES
PHONE: (770) 929-1430 X 3 (21124)
lbowles@rockdale.k12.ga.us 610-0194

GOOD ROCK CAFÉ
960 PINE ST CONYERS, GA 30012
MANAGER: LISA DAILEY
PHONE: (770) 918-2924 (10924)
ldailey@rockdale.k12.ga.us 693-8010

D.L. SIMS ELEMENTARY
1821 WALKER RD, CONYERS, GA 30094
MANAGER: CASSANDRA CAMP
PHONE: (770) 761-1849 (22124)
ccamp@rockdale.k12.ga.us 611-0189

CONYERS MIDDLE
400 SIGMAN RD, CONYERS, GA 30012
MANAGER: KRISTI DRAPER
PHONE: (770) 761-1851 (23124)
kdraper@rockdale.k12.ga.us 615-0278

EDWARDS MIDDLE
2633 STANTON RD, CONYERS, GA 30094
MANAGER: LASHAWN THOMAS
PHONE: (770) 761-1853 (25124)
lthomas3@rockdale.k12.ga.us 617-0378

GENERAL RAY DAVIS MIDDLE
3375 E. FAIRVIEW RD, STOCKBRIDGE GA 30281
MANAGER: DENISE BEAM
PHONE: (770) 388-5704) (24124)
pbeam1@rockdale.k12.ga.us 616-0107

MEMORIAL MIDDLE
3205 UNDERWOOD RD, CONYERS, GA 30013
MANAGER: CYNTHIA CHENGGIS
PHONE: (770) 922-0139 X 9 (26124)
cchenggis@rockdale.k12.ga.us 618-0294

HERITAGE HIGH
2400 GRANADE RD, CONYERS, GA 30094
MANAGER: TIFFANY THOMPSON
PHONE (770) 761-1859 (27124)
tthompson@rockdale.k12.ga.us 620-0176

ROCKDALE CAREER ACADEMY
1064 CULPEPPER DR, CONYERS, GA 30094
MANAGER: JUNE MORRIS
PHONE: (770) 388-5718 (31124)
jmorris1@rockdale.k12.ga.us 623-0106

ROCKDALE COUNTY HIGH
1174 BULLDOG CIR, CONYERS, GA30012
MANAGER: SUSAN SMITH
PHONE: (770) 860-4269 (28124)
ssmith1@rockdale.k12.ga.us 621-3052

SALEM HIGH
3551 UNDERWOOD RD, CONYERS, GA 30013
MANAGER: KIMBERLY FLANAGAN
PHONE: (678) 413-3897 (34124)
kflanagan@rockdale.k12.ga.us 622-0192

EPIC CENTER (OPEN CAMPUS, ALPHA, RVC)
2930 GEORGIA HWY 20 NE, CONYERS, GA 30012
ASST MNGR: MICHELLE ANDERSON
PHONE: (770) 388-5727 (32152)
maderson2@rockdale.k12.ga.us 627-6500

Rockdale County Public Schools
Produce Bid No. 2024-0012

Exhibit 1
NON-SUBMITTAL RESPONSE FORM

IFB Name: Produce Bid

IFB Number: 2024-0012

NOTE TO VENDOR:
If your company's response is a "non-submittal", Rockdale County Public Schools (RCPS), is very interested in the reason for such response since RCPS desires to ensure that the purchasing process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

Please complete and fax this form to: (770) 918-6171

Please indicate your reason for responding with a "non-submittal":

☐ Unable to meet the requirements for this solicitation.

☐ Unable to provide the goods or services specified in this solicitation.

☐ Unable to meet time frame established for start and or completion of project.

☐ Received too late to submit a bid. Received on: _____

☐ Please remove our company's name from receiving similar type solicitations.

Other (Please explain): _____
_____
_____

Your response will be reviewed and placed in the solicitation file. Your input will assist RCPS in determining changes necessary to increase participation in the solicitation process.

_____
Company name

_____
Company address

( ) _____ ( ) _____
Company telephone number Company fax number

_____
Primary company contact e-mail address

_____ _____ _____
Authorized company official signature Title Date

Rockdale County Public Schools
Produce Bid No. 2024-0012

OFFEROR AFFIRMATION FORM

(This form must be completed and returned with your response)

Company Name:_____

IFB Name: Produce Bid

IFB Number: 2024-0012

After careful examination of the solicitation document in its entirety, Produce Bid Solicitation No. 2024-0012 and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

For consideration of this proposal, the undersigned hereby affirms that:

1. He/she is a duly authorized official of the offeror,
2. No changes were made to the original IFB document,
3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document,
4. The offeror will accept any awards made to it as a result of the proposal submitted herein for a minimum of one hundred and twenty (120) calendar days following the date of submission,
5. The offeror will accept the terms and conditions set forth in the contract template attached hereto.

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the Director of Purchasing within five (5) days of the request, a certificate of insurance indicating the coverages specified within this solicitation.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

Nondiscrimination in Employment: We, the supplier of goods, materials, equipment or services covered by this bid or contract, have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Respectfully submitted,

_____
Company Name

_____
Address

_____ _____
Authorized Official Name Signature

_____ _____
Title Date

(_____) _____ (_____) _____
Business Telephone Number Fax

_____
E-mail Address

The full names and addresses of persons and organizations interested in the foregoing Request for Bids as principals of the company are as follows:

_____

The legal name of the bidder is: _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

CONTRACTOR INFORMATION FORM

(This form must be completed and returned with your response)

IFB Name: Produce Bid

IFB Number: 2024-0012

Full Company Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____
Telephone: (____) _____ Fax: (_____) _____ E-mail: _____

Contact Name for Contract: _____ Title: _____
Telephone: (____) _____ Fax: (_____) _____ E-mail: _____

Contact Name for Purchase Order's: _____ Title: _____
Telephone: (____) _____ Fax: (_____) _____ E-mail: _____

Purchase orders may be delivered via e-mail or fax. Please indicate your preferred delivery method and provide an e-mail address or fax number where they should be sent.
E-mail ☐ _____ Fax ☐ (_____) _____

Company Web Site: _____ State of Incorporation: _____

Taxpayer ID Number: _____ Duns #: _____

Check one of the following: ☐ Independently owned and operated: ☐ An Affiliate or Division of:
Company Name: _____
Address: _____
_____

(1.) Does the company utilize an Affirmative Action Plan for Equal Employment Opportunity? Yes ☐ No ☐
(2.) Has the company implemented a compliance program in accordance with the Americans with Disabilities Act? Yes ☐ No ☐
(3.) Have any conditions or restrictions been placed on this proposal by the company that would cause it to be declared non-responsive? Yes ☐ No ☐
(4.) If recommended for award will company provide proof of insurance as required? Yes ☐ No ☐
(5.) Is the company currently debarred from doing business with any federal, state or local agency? If yes please provide details and submit on a separate sheet. Yes ☐ No ☐

(6.) Has the company ever defaulted on a contract or been denied a contract due to non-ability to perform? If yes; please provide details on a separate sheet. Yes ☐ No ☐
(7.) Does the company accept payment by credit card? Yes ☐ No ☐

(8.) Is the company registered as a vendor with Rockdale County Public Schools? Yes ☐ No ☐

EXHIBIT 3

BIDDER'S EXCEPTIONS

[If the BIDDER chooses to object to any contractual term, it must submit here, in writing, the basis of the objection and, if appropriate, proposed alternative language. An objection, should one exist, is called a Bidder Exception. The DISTRICT will give due consideration to any objection. If the DISTRICT deems the objection unacceptable, the objection must be withdrawn or the bid or proposal may be considered non-responsive and rejected.]

Rockdale County Public Schools
Produce Bid No. 2024-0012

OFFEROR REFERENCE FORM

(This form must be completed and returned with your response)

IFB Name: Produce Bid

IFB Number: 2024-0012

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Note: do not use Rockdale County Public Schools as a reference.

References for: _____
(Company Name)

1. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : ( ) _____ Fax: ( ) _____

E-mail: _____

Provide the scope of work and date of project: _____

_____

_____

_____

2. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : ( ) _____ Fax: ( ) _____

E-mail: _____

Provide the scope of work and date of project: _____

_____

_____

_____

3. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : ( ) _____ Fax: ( ) _____

E-mail: _____

Provide the scope of work and date of project: _____

_____

_____

_____

Rockdale County Public Schools
Produce Bid No. 2024-0012

JOINT VENTURE AFFIDAVIT

(This form must be completed and returned with your response)

Primary Vendor Name: _____

If this will not be a joint venture, check this box: ☐

IFB Name: Produce Bid
IFB Number: 2024-0012
State of: _____

County of: _____
We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

Joint Venture Company "A"

Company Name_____Federal ID No._____

Address: _____

City:_____ State: _____Zip: _____
Check all that apply:
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ N/A, other

Joint Venture Company "B"

Company Name_____Federal ID No._____

Address: _____

City:_____ State: _____Zip: _____
Check all that apply:
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

   Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

Rockdale County Public Schools
Produce Bid No. 2024-0012

JOINT VENTURE AFFIDAVIT

This Joint Venture Statement is executed so that the named contractors/companies, as one organization, may under such joint venture, bid upon said contract, and be awarded the contract if they should become the successful bidder therefore, any bid, bond and agreement relating to joint venture and each and every contractor name herein, severally and jointly. Simultaneous with the execution of the contract, the contractors entering into this joint venture shall designate and appoint a project manager to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said contract.

The Joint Venture shall be known as: _____

Principal Office Address: _____

City:_____ State: _____Zip: _____

Telephone: (_____)_____ Fax: (_____)_____

3. On a separate sheet provide the following information and reference the section number:

   A. Describe the capital contributions by each joint venture and accounting therefore.
   B. Describe the financial controls of the joint venture. Will a separate cost center be established? Which joint venture company will be responsible for keeping the books? How will the expenses be reimbursed? What is the authority of each joint venture company to commit or obligate the other?
   C. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
   D. Describe the estimated contract cash flow for each joint venture company. .
   E. How and by whom will the on-site work be supervised?
   F. How and by whom will the administrative office be supervised?
   G. Which joint venture company will be responsible for material purchases including the estimated cost thereof? How will the purchases be financed?
   H. Which joint venture company will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
   I. Describe the experience and business qualifications of each joint venture company.
   J. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

Rockdale County Public Schools
Produce Bid No. 2024-0012

JOINT VENTURE AFFIDAVIT

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with the above captioned contract, we each do hereby authorize representatives of the RCPS, Department of Procurement Services, Office of Contract Administration, to examine, from time to time, the books, records and files to the extent that such relate to this RCPS solicitation.

We bind the contractors for whom we respectively execute this Joint Venture Statement in firm agreement with the RCPS, that each of the representations herein set forth is true.

Subscribed and sworn before me

this _____ day of_____ 20_____.

(A) _____
Name of Contractor/Company A

My commission expires: _____ By: _____
(L.S.)

_____ _____
Notary Public Print Name

Subscribed and sworn before me

this _____ day of_____ 20_____.

(B) _____
Name of Contractor/Company B

My commission expires: _____ By: _____
(L.S.)

_____ _____
Notary Public Print Name

Rockdale County Public Schools
Produce Bid No. 2024-0012

PRIMARY VENDOR / SUBCONTRACTOR UTILIZATION

(This form must be completed and returned with your response)

IFB Name: Produce Bid
IFB Number: 2024-0012

Primary Vendor Name: _____
If subcontractors will not be used check this box: ☐

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: ( ) _____ Fax: ( ) _____
Primary Contact: _____
E-mail Address: _____
Services to be provided: _____
_____
_____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: ( ) _____ Fax: ( ) _____
Primary Contact: _____
E-mail Address: _____
Services to be provided: _____
_____
_____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: ( ) _____ Fax: ( ) _____
Primary Contact: _____
E-mail Address: _____
Services to be provided: _____
_____
_____

Rockdale County Public Schools
Produce Bid No. 2024-0012

PROMISE OF NON-DISCRIMINATION

(This form must be completed and returned with your response)

In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of the RCPS, each potential vendor shall be required to submit to the RCPS Office of Contract Administration, a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for RCPS, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

"Know All Men by These Presents, that I/We,

(_____)
Authorized Company Representative Name(s)

(_____)
Authorized Company Representative Title(s)

(_____)
Name of Company

(Hereinafter "Company"), in consideration of the privilege to bid on contracts funded in whole or in part by Rockdale County Public School (hereinafter, "RCPS") , hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, sex, religion, national origin, marital status, sexual orientation , age, or disability in connection with any bid submitted to RCPS, or the performance of any contract resulting there from;

(2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females:

(3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company and RCPS remains in force and effect;

(4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with RCPS; and

(5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the RCPS to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

_____ _____
Solicitation Name Solicitation Number

_____ _____
Authorized Company Representative Name Authorized Company Representative Signature

_____
Date

Rockdale County Public Schools
Produce Bid No. 2024-0012

Contractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (l)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Rockdale County Public Schools 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

Rockdale County Public Schools _____
Name of Public Entity

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: _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

Subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Rockdale County Public Schools 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

Rockdale County Public Schools
Name of Public Entity

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: _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

Sub-subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on behalf of Rockdale County Public Schools 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub- subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub- subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub- subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

Rockdale County Public Schools
Name of Public Entity
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: _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

Affidavit of Exception

I attest that I am exempt from providing an Affidavit of Compliance to Rockdale County Public Schools pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

_____ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for Rockdale County Public Schools.

***In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license.**
(Please see http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigration_status_7_26_11.pdf for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.)

_____ My company/firm will render services to Rockdale County Public Schools; however, the services will not be rendered in the State of Georgia.

_____ My company/firm will only provide goods to Rockdale County Public Schools and will not render any physical services to Rockdale County Public Schools.

_____ My company/firm will render services to Rockdale County Public Schools, however my company/firm has ten (10) or fewer full-time employees.

Vendor Name: _____

Name of Project: _____

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: _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

Local Preference

In order to encourage and promote Rockdale County Public Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

Local Area
The chart below shows the counties and cities considered local for preference purposes. A business must have been registered in one of the below jurisdictions for at least 12 months to receive local preference.

County	Cities
Clayton	Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, Riverdale
Cobb	Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, Smyrna, Vinings
DeKalb	Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain
Fulton	Atlanta, Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City
Gwinnett	Berkeley Lake, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Snellville, Sugar Hill, Suwanee
Rockdale	Conyers, Oxford, Covington, McDonough, Stockbridge, Walton

Certification
Local businesses that wish to receive preferential consideration shall submit a copy of one or more valid Occupational Tax Registration Certificate(s) issued by Clayton, Cobb, DeKalb, Fulton, Gwinnett or Rockdale counties or by a city government located within the six-county metro area (e.g. Atlanta, Decatur, Marietta) covering the last 12 month period to certify qualification for the preference as part of each proposal or response.

Procedures for local preference
Request for Proposals (RFP) – If a local business meets the quality standards established for the RFP process, the local business shall be awarded five (5) additional points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Purchasing Department or his/her designee.

Invitations for Bid (IFB) – In general, price is the deciding factor in RCPS invitation to bid processes. In cases when two or more responses offer the same price to the district, local preference will be used as a tiebreaker.

In order to qualify for local preference based on the requirements listed above, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.

Company Name: _____

Company Qualifies for Local Preference: Yes ☐ No ☐

Occupational Tax Registration Certificate issued by:

County: _____ or City: _____

Rockdale County Public Schools
Produce Bid No. 2024-0012

SOLICITATION CHECKLIST

(This form must be completed and returned with your response)

IFB Name: Produce Bid
IFB Number: 2024-0012

The following items must be completed and submitted online with your response.

1. ☐ Non-Submittal Response Form
2. ☐ Offeror affirmation form (required for valid submission)
3. ☐ Contractor information form (required for valid submission)
4. ☐ Bidder's Exceptions
5. ☐ Offeror reference form (required for valid submission)
6. ☐ Joint venture affidavit (check the appropriate box on the form)
7. ☐ Primary vendor / subcontractor utilization (check the appropriate box on the form)
8. ☐ Promise of non-discrimination (required for valid submission)
9. ☐ Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)
10. ☐ Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
11. ☐ Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
12. ☐ Affidavit of Exception, if applicable
13. ☐ Local Preference Form
14. ☐ Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)
15. ☐ Copy of local or state business license or permit.
16. ☐ Signature page to RCPS contract
17. ☐ Appendix E Certificate of Non-Collusion
18. ☐ Anti-Collusion Affidavit
19. ☐ Buy American Justification Form
20. ☐ Civil Right Assurance
21. ☐ Certificate Regarding Lobbying-Contracts, Grants, Loans and Cooperative Agreements
22. ☐ Produce Bid Tab Pricing (Excel File) Please attach.

How did you hear about this solicitation?

☐ RCPS Website
☐ Georgia Procurement Registry
☐ Other (please list) _____

_____
Company Name

_____ _____
Signature of Authorized Company Representative Date

APPENDIX C

CONTRACT FOR

PRODUCE BID

Solicitation No: 2024 - 0011

Between:

ROCKDALE COUNTY BOARD OF EDUCATION,

on behalf of the

ROCKDALE COUNTY SCHOOL DISTRICT

and

_____

Dated this _____ day of _____, 20___

Rockdale County Public Schools
Produce Bid No. 2024-0012

CONTRACT made this **__ day of _____, 2024**, between Rockdale County Board of Education ("Board"), on behalf of the Rockdale County School District ("District"), and **Vendor's Name ("Vendor").**

In consideration of mutual covenants, Parties agree as follows:

GENERAL TERMS:

1. Scope of the Contract

The Vendor must provide the services, goods, or software to the District as defined in **Exhibit 1**. The Vendor and District expressly agree that the General Terms listed in this executed Contract for Learning Resources shall supersede all conflicting provisions or terms and conditions listed in **Exhibit 1**, a subsequent purchase order, Vendor quote, Vendor invoice, or "click wrap" or other Vendor generated agreements, and the Contract for Learning Resources shall govern.

The parties acknowledge that a local school of the District may contract with the Vendor for a school- specific learning resource that is not included in **Exhibit 1** or in the Total Obligation listed below. If the Vendor contracts with a local school for a school-specific learning resource, then the Vendor and the District agree that the General Terms listed in this Contract for Learning Resources shall govern that transaction. The Vendor and local school may execute a purchase order that specifically lists the school-specific learning resource that the local school is purchasing, the total obligation of that school-specific purchase, and the term of that school-specific purchase. By signing below, the Vendor acknowledges that the General Terms listed in this districtwide Contract of Learning Resources shall govern and supersede all conflicting terms listed in the school-specific purchase order for a school-specific learning resource.

2. Payment Terms/ Payment Schedule

The District must pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit 1.** [See standard terms for example of language for payment schedule.]

3. Contract Term

Option One:

This Contract is effective on _____("Effective Date") and it continues until 12:00 midnight (EST) on _____unless terminated earlier as provided by this Contract or by law.

Option Two:

Either party shall have the right to terminate this Contract with 30 days' notice.

Option Three:

THIS LANGUAGE MUST BE INCLUDED IN CONTRACTS LASTING FOR MORE THAN 1 YEAR. The TOTAL OBLIGATION OF THE DISTRICT for each year must be clearly stated.

a. **Statutory Contract Term/ Automatic Renewal**

In compliance with O.C.G.A § 20-2-506, this Contract continues from the Effective Date until 12:00 midnight (EST) on December 31, 2021, at which time the Contract shall terminate absolutely and without further obligation or penalty on the part of the District. Unless the District resolves by majority vote on or before December 21st of any year to not renew this Contract for the following year, Contract shall automatically renew itself at 12:01 a.m. on January 1, 2022, and at the same time each year thereafter, for one-year terms or to date of expiration if less than one-year term, without further action being required by either party hereto or until this Contract is fully performed or terminated in a manner provided for in this Contract. If the District resolves or the Superintendent determines, not to renew this Contract, the District or Superintendent must notify Vendor in writing of the termination. Upon the termination, Vendor must perform all services and deliveries all schools require to be provided through December 31st, and the District must pay Vendor all fees due for accepted services and accepted goods through December 31st of that year. The terminated contract must not impose any further obligation or penalty on the part of the District.

b. **Total Obligation**

Pursuant to O.C.G.A § 20-2-506(b), the Contract must contain the District's total financial obligation on the contract for each calendar year of the contract, including all calendar years the contract may renew:

The total obligation under this Contract is as follows:

FY2025	**$ Enter Amount for Each Year (Base Year)**
FY2026	**_____**
FY2027	**_____**
FY2028	**_____**
FY2029	**_____**

4. Governing Law; Designation of Forum

The laws of the State of Georgia govern all matters arising out of or relating to this Contract and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract must bring the legal action or proceeding in the state or federal courts of the State of Georgia.

5. <u>Dispute Resolution Prior to Legal Action</u>
Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation

In addition to any informal negotiations between the parties, no civil action with respect to any claim arising out of this Contract may be commenced without first giving fourteen (14) calendar days written notice to the District of the claim and the intent to sue.

Prior to a civil suit, either party may elect to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the claim. The parties will cooperate in selecting a mediator and in scheduling the mediation in Atlanta, Georgia (or mutually accepted location). The parties will participate in the mediation in good faith and will share equally the cost of mediation.

No party may commence a civil suit with respect to the matters submitted to mediation until after the completion of the initial mediation session or until forty-five (45) calendar days after the date of the delivery of the written demand for mediation to the other party, whichever occurs first.

6. <u>Contract Termination</u>

6.1. As provided by Georgia law, this Contract will terminate immediately and absolutely if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of District under this contract.

a. The District reasonably believes that sufficiently legally available funds can be obtained to make all payments due hereunder.

b. The District must notify the Vendor immediately if funds to meet the District's obligations become unavailable.

c. The determination of the District as to the insufficiency of funds is conclusive.

6.2. If the Vendor breaches any term or condition of this Contract or any other event occurs which demonstrates a reasonable likelihood that the Vendor is unable or unwilling to fulfill its obligations under the Contract, the District shall be entitled to immediately terminate this Contract.

a. In the alternative, the District, in its sole discretion, may, upon request from the Vendor, provide the Vendor with ten (10) days written notice that the Vendor may avoid termination of the agreement by curing, to the satisfaction of the District, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days.

b. The determination of the District as to the appropriateness of allowing the Vendor an opportunity to cure, and as to the time allowed for any such cure, shall be conclusive, based on consideration of the circumstances of the breach; on the consequences of the breach as to security and other critical aspects of operations, and, on the time constraints existing at the time of such breach.

c. Any allowance by the District of an opportunity for the Vendor to cure a specific breach shall not operate as a waiver by the District of its right to refuse such an opportunity to cure in the event of any other breach and shall not establish any course of dealing or performance between the parties.

d. The District is not required to terminate a contract even though the circumstances permit such an action.

6.3. The District, through its Board of Education, may terminate this Contract, in whole or in part, by written notice to the Vendor and may regard the Vendor in default of this Contract if the Vendor becomes:

a. Insolvent;

b. Makes a general assignment for the benefit of creditors;

c. Files a voluntary petition of bankruptcy;

d. Suffers or permits the appointment of a receiver for its business or assets;

e. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or

f. Has wound up or liquidated, voluntarily or otherwise.

6.4. The District, through its Board of Education may terminate this Contract, in whole or in part, immediately, without notice, if the Vendor is debarred or suspended from performing services on any public contracts. Vendor must notify the District within twenty-four (24) hours of learning that it is debarred or suspended from performing services on any public contract.

6.5. The District, through its Board of Education reserves the right to terminate this Contract for any reason upon giving the Vendor thirty (30) days written notice.

a. If the written notice of termination pursuant to this section states that termination is for the convenience of the District, the Vendor shall be entitled to payment for:

i. Reasonable costs incurred through the date of notice of termination (not the effective date of termination), and

ii. Charges for deliverables provided to the District through the effective date of termination, but only to the extent that funds designated for the deliverables are available to make payment.

6.6. Upon the termination for any reason or expiration of this Contract, the Vendor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to the Board.

7. Indemnification

7.1. Vendor hereby waives and agrees to indemnify and save harmless the Board of Education and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnitees"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnitees in consequence of the granting of this Contract or which may otherwise result therefrom.

7.2. Vendor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

7.3. If any judgment shall be rendered against the District in any such action, Vendor shall, at his or her own expense, satisfy and discharge the same.

7.4. Any performance bond or insurance protection required by this contract, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnitees as herein provided.

7.5. Vendor's obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

8. Spoliation

Vendor shall promptly notify of all potential claims that arise from or result from this Contract. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the District the opportunity to review and inspect the evidence, including the scene of any accident.

9. Confidentiality of Student Educational Records

9.1. Definition of Data

"School System Data" means all confidential student records or confidential student record information that contains personally identifiable information as defined by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and accompanying regulations, and any other non-public student information, including but not limited to

student data, metadata and user content; any other personal or financial information that would be deemed non-public, confidential or the disclosure of which would constitute an invasion of privacy, under federal or state law.

9.2. Vendor Obligation to Maintain Confidentiality

Vendor shall:

a. Only collect School System Data necessary to fulfill its duties as outlined in the written agreement between District and Vendor.

b. Only use School System Data for the purpose of fulfilling its duties under this Contract between the parties.

c. Store and process School System School System Data pursuant to the executed Rockdale County Public Schools Student Data Privacy Requirements, which is incorporated herein and attached as Exhibit 2.

d. Indemnify and hold harmless the District against all third-party claims related to security or privacy incidents related to Vendor's use or possession of District data.

Vendor shall not:

a. Disclose School System Data (as defined in subsection 9.1) to any person or entity except:

i. To those that need to know or have access to School System Data for the purposes of providing services under the Contract between the Vendor; provided Vendor ensures that those accessing School System Data are bound by the provisions of this Contract; and

ii. In compliance with a lawfully issued subpoena or court order. Vendor agrees that it will notify the District before it releases Data under a lawfully issued subpoena or court order.

b. Use School System Data to advertise or market to students or their parents.

c. Mine School System Data for any purposes other than those agreed to by the Parties under a written agreement.

d. Share School System Data with any additional parties without prior written consent of the District except as required by law.

e. Attempt to or reidentify de-identified School System Data.

The parties acknowledge that Vendor is considered a school official for the purposes of FERPA compliance.

9.3. Return of Confidential Student Educational Records

Upon the written request by the District, within thirty (30) calendar days, Vendor must return to the District or destroy all School System Data. If the Vendor destroys the School Sytem Data, Vendor must certify that it has done so in writing and deliver that certificate to within thirty (30) calendar days of the District's initial written request for the Vendor to return or destroy all School System Data.

9.4. Family Educational Rights and Privacy Act (FERPA)

To the extent required by applicable law, Vendor's compliance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g is a condition of this Contract.

9.5. Student Data Privacy, Accessibility, and Transparency Act
To the extent required by applicable law, Vendor's compliance with requirements of the Student Privacy, Accessibility, and Transparency Act, O.C.G.A. § 20-2-660 *et seq.* is a condition of this Contract.

9.6. Protection of Pupil Rights Amendment (PPPA)
To the extent required by applicable law, Vendor's compliance with the requirements of the Protections of Pupil Rights Amendment (PPPA) 20 U.S.C. § 123h is a condition of this Contract.

9.7. Children's Online Privacy Protection Act (COPPA)
To the extent required by applicable law, Vendor's compliance with the requirements of the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. §§ 6501 *et seq.* is a condition of this Contract.

10. <u>Georgia Public Records</u>

10.1. The District must comply with the Georgia Open Records Act, O.C.G.A § 50-18-70 *et.seq.*, ("the Act") and release public documents as defined by the Act upon request, including this Contract and all records created and maintained in relation to this Contract.

10.2. O.C.G.A. § 50-18-72(a) exempts student educational records which shall be kept confidential as required by FERPA, 20 U.S.C. § 1232(g) and its supporting regulations, Georgia law and Section 9 above.

10.3. O.C.G.A. § 50-18-72(f) exempts computer programs and computer software, as defined below, that is used or maintained during the District's operation. They are not subject to the Act.

a. "Computer program" means a set of instructions, statements, or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.

b. "Computer software" means one or more computer programs, existing in any form, or any associated operational procedures, manuals, or other documentation.

11. Publicity

The District does not endorse the goods, services, or software of the Vendor. Except for listing District as a client during the term of this Contract, news releases or other publicity concerning this Contract must not be made by Vendor without the prior written approval of the District.

12. Drug/Alcohol/Tobacco/Weapons Free Workplace

12.1. The Vendor and all subcontractors or agents, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Georgia law and the federal "Drug-Free Schools Act", during the performance of this Contract and while on school premises or at school related functions.

12.2. Pursuant to O.C.G.A. § 16-11-127.1, the Vendor and all subcontractors or agents, if any, shall not possess any weapons, as defined by Georgia law, on school property, in school buildings, at school related functions, or within 1,000 feet of school property, school buildings, or school functions.

12.3. The Vendor and all subcontractors or agents, if any, also shall adhere to all Board of Education policies and regulations that prohibit the possession, distribution sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions.

12.4. Failure to comply with this provision may be considered a material breach.

12.5. The District, through its Board of Education, may suspend or terminate the Vendor, subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

13. The District Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment.

13.1. The District does not discriminate or harass and it strictly prohibits discrimination and harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, pregnancy, veteran status, genetic information, sexual orientation, gender identity, or any other lawfully protected characteristic, protected group status or activity (e.g., opposition to prohibited discrimination or participation in the statutory complaint process) as protected by law in any of its educational programs or activities or in employment policies and practices. Vendor certifies that it will comply all laws that prohibit discrimination and harassment.

13.2. The District prohibits unlawful discrimination or harassment including sexual harassment. Vendor and subcontractor and agents, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

13.3. The District may suspend or terminate Vendor or subcontractors or agents or both if it violates these laws, policies, regulations, or provisions while on school premises.

14. <u>Vendor and Subcontractor Compliance with Employment Eligibility Verification (O.C.G.A. § 13-10-91).</u>

14.1. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract;

14.2. If the Vendor employs or contracts with any subcontractor(s) in connection with this Contract, the Vendor will secure from the subcontract (s) such subcontractor (s') indication of the employee-number category applicable to the subcontractor as shown in subsection b above;

14.3. The Vendor's compliance with the requirements of O.C.G.A § 13-10-91 and Rule 300-101-.02 shall be attested by the execution of the Vendor Affidavit which is attached hereto, marked Exhibit 3 and incorporated within this Contract;

14.4. If the Vendor employs or contracts with any subcontractor(s) in connection with this Contract, the Vendor will secure from such subcontractor (s) attestation of the subcontractor (s') compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor (s') execution of the subcontractor (s) affidavit attached hereto, marked Exhibit 4 and incorporated within this Contract and shall maintain records of such attestation for inspection by the Board at any time.

a. Such subcontractor (s) affidavit shall become a part of the Vendor/subcontractor agreement.

14.5. All portions of contracts and any incorporated affidavits shall be open for public inspection in this state at reasonable times during normal business hours.

15. Vendor Compliance with O.C.G.A. § 50-8-85

15.1. Compliance with the requirements of O.C.G.A. § 50-8-85 are conditions of this Contract.

15.2. Vendor certifies that Vendor is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined by O.C.G.A. § 50-8-85

16. Compliance with the Law

16.1. The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or Vendors. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. Vendor and Vendor's personnel shall also comply with all District policies and standards in effect during the performance of the Contract, including but not limited to the District's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.

17. Sales Tax

17.1. In accordance with O.C.G.A. § 48-8-3(1), the District is exempt from sale and use taxes and shall not pay any sales tax under this Contract.

17.2. The District, upon written request, will provide the Vendor with applicable tax exemption certificates.

18. No Warranty Disclaimer

18.1. The Vendor warrants that its services or goods or both fit the need or purpose of the Request for Proposal ("IFB) or quote for Service.

18.2. The Vendor shall not disclaim these warranties.

19. Mutual Limitation on Damages Except for Limited Situations

No Party shall be liable to another Party for, nor shall the measure of damages:

19.1. Include, any consequential, incidental, indirect, punitive, or special damages arising out of or relating to its acts or omissions arising from this Contract.

19.2. This limitation of liability shall not apply, however, to liability of the Vendor arising from:

a. Personal injury or death;

b. Defect or deficiency caused by willful misconduct or fraud on the part of the Vendor; or

c. Circumstances where the contract expressly provides the District a right to damages, indemnification or reimbursement.

20. Assignment of Personnel

20.1. All persons assigned to perform the Services under this Contract shall be qualified to perform such Services.

a. Personnel assigned by the Vendor shall have all professional licenses required to perform the Services. Vendor will notify the District immediately, but in no case, no later than twenty-four (24) hours if personnel assigned by Vendor has his or her professional license suspended or revoked. Vendor agrees and acknowledges that failure to maintain a valid professional license will result in the removal of the personnel assigned by Vendor without penalty to the District.

b. If the District believes that the performance or conduct of any person employed or retained by Vendor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify the Vendor in writing and the Vendor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

c. The Vendor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the IFB or quote for Services and this Contract.

21. Software and Specifications

The Vendor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) which appear in the IFB and the terms of the Contract.

22. Software Licenses

22.1. Vendor shall provide Software licenses ("Licenses") in compliance with the specifications contained in the IFB or quote for Services, and the terms of the Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Vendor hereby grants an irrevocable, nonexclusive, worldwide, perpetual, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, modify, display, and perform copies of Software and accompanying documentation in accordance

with the licensing capacity (if any) specified in the IFB and or applicable quote for Services. The District may copy the Software as necessary to efficiently utilize the Software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:

a. For backup, archive or emergency restart purposes;

b. For disaster recovery and disaster recovery testing purposes;

c. To migrate the Software for use on other computers and/or hardware; and

d. To store the Software at any off-premise location which the District uses for storage purposes.

If Vendor is acting as a reseller of the Software, Vendor must provide the licenses, as required by the Software publishers, to the District and shall coordinate with any negotiations of such licenses as may be conducted between the District and the Software publishers. All licenses provided hereunder shall remain in effect *perpetually*.

23. <u>Exclusions</u>

23.1. Except as expressly permitted by this Contract, the District agrees that it will not:

a. Lease, loan, resell, sublicense or otherwise distribute the Software to entities or individuals who are not party to this Contract;

b. Permit third-party access to, or use of, the Software, except as permitted in the Contract;

c. Create derivative works based on the Software;

d. Reverse engineer, disassemble, or decompile the Software; or

e. Remove any identification or notices contained on the Software.

The District will notify Vendor if the District becomes aware of any unauthorized third-party access to, or use of, the Software.

24. <u>Services and other Deliverables</u>

Vendor shall provide services and other deliverables ("Services") in compliance with the specifications contained in the IFB or quote for Services, in Vendor's Response to the IFB or quote for Services, and the terms of the Contract. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the IFB or quote for Services. Vendor and any employees of Vendor will perform the services on

time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such services are provided.

25. Product Shipment and Delivery

All products shall be provided as required by the provisions of the IFB or quote for Services. Unless the IFB or quote for Services requires otherwise, all products shall be made available either by online download or shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the IFB or quote for Services or any provided Purchase Order. All items shall be at Vendor's risk until they have been delivered and accepted by the District. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Vendor to remedy without cost to the District, regardless of when the hidden damage is discovered.

26. Non-Exclusive Rights

The Contract is not exclusive. The District reserves the right to select other Vendors to provide software, licenses, and services similar to the Software and Services described in the Contract during the term of the Contract.

27. Indemnification; Specific to Software Contracts

Vendor, at its own expense (including payment of attorneys' fees, expert fees, and court costs) shall defend the Board and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnitees") any loss, cost, damage, liability, or expense from any and all third-party claims that the Software, Licenses, and/or Services infringes any patent, copyright, trade secret, or other proprietary right of a third-party and shall indemnify and hold harmless the Indemnitees from any amounts assessed against them in a resulting judgment or amounts to settle such claim, provided that District (a) gives Vendor prompt written notice of any such claim, (b) permits Vendor to control and direct the defense or settlement of any such claim, and (c) provides Vendor all reasonable assistance (at the expense of Vendor) in connection with the defense or settlement of any such claim. Vendor's obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

28. Patent/Copyright Infringement Indemnification

28.1. In Case of Injunction against Vendor:

In case any of the Software, Licenses and/or Services is in any suit held to constitute infringement and its use is enjoined, Vendor shall, at its option and expense:

a. Procure for the District the right to continue using the Software, Licenses and Services;

b. Replace or modify the same so that it becomes non-infringing; or

c. Remove the same, cancel any future charges pertaining thereto, and refund pro rata share of any license fee or maintenance fee.

28.2. No Liability to District by Vendor in Certain Circumstances:

a. Compliance with design plans or specifications furnished by or on behalf of the District as to the Software;

b. Use of the Software in combination with apparatus or devices not supplied by Vendor;

c. Use of the Software in a manner for which the same was neither designed nor contemplated; or

d. The claimed infringement of any patent or copyright in which the District or any affiliate or subsidiary of the District has any direct interest by license or otherwise.

29. Survives Termination

The indemnification obligation of Vendor shall survive termination of the Contract.

30. Warranties.

30.1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law

All warranties made by Vendor and/or subcontractors in all provisions of the Contract and the Vendor's Response, whether or not the Contract specifically denominates the Vendor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the Software, Licenses and Services to be provided, or by provision of samples to the District shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software, Licenses and Services provided by Vendor. Vendor shall assign and pass through to the District all applicable Software publishers' warranties, covenants and indemnification provisions. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

30.2. Nonconforming Software

All Software delivered by Vendor to the District shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Vendor, the District, student, other party to the Contract, or court having jurisdiction, to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, Vendor will promptly communicate all relevant facts to the District

and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the District from taking such action as may be required of it under any such law or regulation.

The District shall have the option of returning or replacing the defective Software at Vendor's expense. If Vendor is the Software publisher, Vendor shall perform all necessary repairs or modifications at its sole expense provided the District determines the performance of such repairs and modifications is in the District's best interest.

Payment for the Software shall not constitute acceptance. Acceptance by the District shall not relieve Vendor of its warranty or any other obligation under the Contract.

30.3. <u>Originality and Title to Provide Software and Services</u>

Vendor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the District pursuant to the terms of the Contract shall be wholly original with Vendor or that Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Contract. Vendor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

Vendor represents and warrants that the concepts, materials, Software and Services and the District's use of same and the exercise by the District of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, Software and Services will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

30.4. <u>Conformity with Contractual Requirements</u>

Vendor represents and warrants that the Software, Licenses and Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

30.5. <u>Authority to Enter into Contract</u>

The Vendor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the District.

30.6. <u>Obligations Owed to Third Parties</u>

Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Vendor pursuant to the Contract are or

will be fully satisfied by Vendor so that the District will not have any obligations with respect thereto.

30.7. Title to Property

Vendor represents and warrants that title to any Software assigned, conveyed or licensed to the District is good and that transfer of title or license to the District is rightful and that all Software shall be delivered free of any security interest or other lien or encumbrance.

30.8. Industry Standards

Vendor represents and expressly warrants that all aspects of the Software, License and Services provided or used by it shall at a minimum conform to the standards in Vendor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

30.9. Vendor's Personnel and Staffing

Vendor warrants that all persons assigned to perform the Services under this Contract are either lawful employees of Vendor or lawful employees of a subcontractor authorized by the District. All of Vendor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Contract and the security requirements of the District while on school property or at a school related function. If any of Vendor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the District may have the personnel removed from the premises.

All persons assigned to perform the Services under this Contract shall be qualified to perform such Services. Personnel assigned by Vendor shall have all professional licenses required to perform the Services. If the District believes that the performance or conduct of any person employed or retained by Vendor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify Vendor in writing and Vendor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Vendor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the IFB or quote of Services, and this Contract.

31. Notice

31.1. Requirement of a Writing; Permitted Methods of Delivery

Each party giving any Notice ("Notice") under this Contract must give written Notice using one of the following methods of delivery:

- Personal delivery;

- Registered or Certified Mail (in each case, return receipt requested and postage prepaid); or
- Nationally recognized overnight courier (with all fees prepaid.)

31.2. <u>Addressees</u>

Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address designated by a party pursuant to this Section.

31.3. <u>Effectiveness of a Notice</u>

Notice is effective only if the party giving the Notice has complied with subsections (14.1) and (14.2).

31.4. <u>Designated Addresses</u>

Rockdale County District:
Dr. Terry O. Oatts, Superintendent
960 Pine Street
Conyers, Georgia 30012

With copy to:

Santana T. Flanigan, General Counsel
960 Pine Street
Conyers, Georgia 30012

Vendor:

With copy to:

32. <u>Merger and Order of Preference.</u>

32.1. Merger

The Contract is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and Contracts between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract.

32.2. Order of Preference

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the District and Vendor attached hereto),

the IFB or IFB (including any subsequent addenda), and Vendor's Response, any inconsistency or conflict shall be resolved as follows:

a. First, by giving preference to the specific provisions of this Contract, any accepted amendments, and Exhibit 1;

b. Second, by giving preference to the specific provisions of the IFB or IFB.

c. Third, by giving preference to the specific provisions of any proposal submitted by the Vendor that have not been explicitly accepted by the District in writing shall not be included in this Contract and shall be given no weight or consideration.

32.3. Intent of References to Proposal Documents

The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the IFB or quote for Services, and the Vendor's Response. The failure of the parties to make reference to the terms of the IFB, or the Vendor's Response to this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the IFB or quote for Services, and the Vendor's Response. The contractual obligations of the District cannot be implied from the Vendor's Response.

33. Amendments and Modifications

The parties may amend or modify this Contract only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Contract. No other alternations in the terms of this Contract shall be valid or binding.

34. Waivers

34.1. No Oral Waivers

The parties may waive any provision in this Contract only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

34.2. Effect of Failure, Delay or Course of Dealing

a. No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under this Contract, and

b. No act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy or condition.

34.3. Each Waiver for a Specific Purpose

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

35. Severability

If any provision of this Contract is determined to be unenforceable, the remaining provisions of this Contract remain in full force, if the essential terms and conditions of this Contract for each party remain enforceable.

36. Counterparts

The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Contract in the presence of the other parties to this Contract. This Contract is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Contract, a party must produce or account only for the executed counterpart of the party to be charged.

37. Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, mandatory government closures, alien enemy, judicial action, power failure, acts of God, epidemic, pandemic, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Vendor.

38. Subletting of Contract

This Contract binds the parties and their respective successors and assignees. Vendor shall not assign or otherwise dispose of this Contract or any duty(ies), right(s), or responsibility(ies) contemplated in this Contract to any other person without the previous written consent of the District.

39. Subcontractors

Vendor shall not subcontract services or any part of this Contract without the prior written consent of the District.

40. Third Party Beneficiaries

This Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

41. Number and Gender

Any reference in this Contract to the singular includes the plural where appropriate, and any reference in this Contract to the masculine gender includes the feminine and neuter genders where appropriate.

42. Captions

The descriptive headings of the Articles, Sections and subsections of this Contract are for convenience only, do not constitute a part of this Contract, and do not affect this Contract's construction or interpretation.

43. Rights and Remedies Cumulative

43.1. Any enumeration of the District's rights and remedies set forth in this Contract is not exhaustive.

43.2. The District's exercise of any right or remedy under this Contract does not preclude the exercise of any other right or remedy.

43.3. All of the Board's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Contract, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

44. Time is of the Essence

Time is of the essence with regard to performance of any services under this Contract, unless the parties agree otherwise in writing.

45. Relationship Among Parties

This Contract creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

46. Rules of Construction

The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Contract, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

Rockdale County Public Schools
Produce Bid No. 2024-0012

ATTACHMENT(S):

EXHIBIT 1 – Cost Proposal/Quote

IN WITNESS WHEREOF the parties have executed this Contract on the date first written above.

Rockdale County Public School

By:_____

Name:_____

RCPS Board Chair

Date:_____

Vendor

By:_____

Name:_____

Title:_____

Date:_____

District

By:_____

Name:_____

Superintendent

Date:_____

SPECIAL TERMS AND CONDITIONS

Should the General Terms and Conditions be in conflict with the following Special Terms and Conditions, the Special Terms and Conditions will prevail.

1. Prices quoted are to be firm from **July 1, 2024**, to **June 30, 2025**.

2. Prices quoted are to be FOB destination to the Rockdale County Public Schools placing the order.

3. Bid awarded as Bottom-line Bid **(all or none)**.

4. Delivery of produce items is expected on a weekly basis, per the agreed upon schedule.