

Gainesville City School Nutrition Program

**REQUEST FOR PROPOSAL (RFP) for COMMODITY PROCESSING
RFP #266-25**

Request for Proposal Timeline	
Proposal Issue Date	March 10, 2025
Final Date for Written Questions	April 17, 2025 at 4:00 PM
Proposal Due Date and Time	April 22, 2025 at 9:00 AM
Proposal Due Location	508 Oak Street Gainesville, GA 30501
Proposal Opening Date and Time	April 22, 2025 at 10:00 AM
Proposal Opening Location	508 Oak Street Gainesville, GA 30501
Award Date (per award letter)	On or by May 2, 2025 at 4:00 PM
Contract Start Date and End Date	July 1, 2025- June 30, 2026
Name of Awardee	

PROPOSAL FOR	PROPOSAL TYPE	LABEL SEALED ENVELOPE AS FOLLOWS:
<input type="checkbox"/>	Food	"RFP FOOD"
<input type="checkbox"/>	Equipment	"RFP EQUIPMENT- SCHOOL NUTRITION"
<input type="checkbox"/>	Paper, Chemical	"RFP PAPER AND CHEMICAL PRODUCTS"
<input type="checkbox"/>	Bread	"RFP BREAD"
<input type="checkbox"/>	Milk	"RFP MILK AND DAIRY PRODUCTS"
<input type="checkbox"/>	Kitchen Supplies	"RFP KITCHEN SUPPLIES"
<input type="checkbox"/>	Cafeteria Furnishings	"RFP CAFETERIA FURNISHINGS"
<input type="checkbox"/>	Ice Cream	"RFP ICE CREAM"
<input checked="" type="checkbox"/>	Other (identify)	"RFP Commodity Processig"

DEFINITIONS

Addendum: A change, addition, alteration, correction or revision to a proposal or contract document.

Bidder: A firm, individual, or corporation submitting a proposal in response to this RFP.

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

CFR: Code of Federal Regulations

CN: Child Nutrition

Contract Documents: Consist of the Agreement between the School Nutrition Program and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

EPA: Environmental Protection Agency

FNS: Food and Nutrition Services

F.O.B.: Freight on Board

HACCP: Hazard Analysis Critical Control Point

Request for proposal (RFP): A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost, and the expectation is that competitive proposals will be received, and an acceptance (award) will be made to the responsive and responsible Vendor whose proposal is lowest in price and meets the specifications of the proposal. An RFP is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The RFP must be publicly advertised, and proposals shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the proposals.

NSLP: National School Lunch Program

O.C.G.A.: Official Code of Georgia Annotated

OMB: Office of Management and Budget

Request for Proposal (RFP) - Also called a solicitation; it is a document used in procurement procedures through which a purchaser advises the potential suppliers of (1) statement and scope of work, (2) specifications, (3) schedules or timelines, (4) contract type, (5) data requirements, (6) terms and conditions, (7) description of goods and/or services to be procured, (8) general criteria used in evaluation procedure, (9) special contractual requirements, (10) technical goals, (11) instructions for preparation of technical, management, and/or cost proposals. RFPs are publicly advertised and suppliers respond with a detailed proposal, not with only a price quotation. Therefore, price is not the only consideration in awarding the proposal. RFPs/Solicitations must also identify all the requirements which the offers' or Contractors must fulfill and all other factors to be used in evaluating the proposal or proposal.

SBP: School Breakfast Program

SFA: School Food Authority

SNP: School Nutrition Program

Solicitation: A document used by the School Nutrition Program to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Vendors must fulfill and all other factors to be used in evaluating the proposals or

proposals.

USDA: United States Department of Agriculture

U.S.C.: United States Code

Vendor: The provider of the goods and/or services under the Awarded Contract.

SECTION 1 PURPOSE AND PROCEDURES

The Gainesville City School Nutrition hereafter referred to as SFA, is issuing this Request for proposal (RFP) for the School Nutrition Program (SNP) and is requesting sealed proposals for Commodity Processing. The SFA looks to process the following items in the estimated quantities be delivered Fee for Service to Cooperative Purchasing Agency in Cleveland, GA:

100104 Chicken Large Bird 23,427 lbs. | 100193 Pork Picnic Boneless 4,308 lbs. | 100154 Beef Course Ground 11,730 lbs. | 110149 Apples Bulk 8,400 lbs. | 100124 Turkey Chilled Bulk 1,430 lbs.

INTENT

- a) It shall be the intent and purpose of this Request for proposal (RFP) to cover the terms and conditions under which a successful Vendor shall be responsible to supply and deliver products to the SFA through sealed proposals.
- b) School food authorities shall comply with the requirements of 7CFR 210.21 and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements, concerning the procurement of all goods and services with nonprofit school food service account funds. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective vendor performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statement of work, or Request for proposals, must be excluded from competing for such procurements. (2 CFR 200.319)
- c) Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws, rules, or citations are automatically incorporated herein, effective as of the date specified in such law, rule and/or USDA Memo.
- d) The SFA is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list in Attachment B. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the RFP and any applicable Addenda.
- e) The SFA reserves the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the SFA without restricting competition

I. CONTRACT TIME PERIOD

- a) **Initial Term:** The initial term of this contract, which results from the award of this RFP, shall commence and terminate on the dates shown on the Request for proposal Timeline for School Year SY25-26. The start date may not occur prior to the date on which the contract is signed, dated and awarded.
- b) **Extension Option:** The contract may be extended up to three (3) months at the same proposal pricing, provided mutual agreement by both parties in written form.
- c) **Renewal Option** - This contract may be renewed by mutual agreement of both parties in written form. (Usually 1-year term with the option to renew 4 additional 1-year terms based on vendor performance.)

II. PROPOSAL SUBMISSION PROCEDURES

The SFA is not liable for any costs incurred by Vendors prior to the issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations (if applicable), and any other expenses incurred by the Vendor in responding to this RFP are entirely the responsibility of the Vendor and shall not be reimbursed in any manner by the School Nutrition Program. If the Vendor is in doubt or has questions regarding the language, its meaning, or intent, it is the responsibility of the Vendor to seek clarification prior to submission of the proposal.

VENDOR CONTACT INFORMATION

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person Name & Email address	
Telephone Number	

QUESTIONS CONCERNING PROPOSAL:

Questions regarding this Request for proposal shall be directed to:

SFA Director Name or designee: Penny Fowler, Director

E-mail address: penny.fowler@gcssk12.net

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each Vendor to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The SFA will accept only written inquiries regarding this RFP until the date shown on the Request for proposal Timeline, in order for a reply to reach all Vendors before the proposal closes and to give Vendors ample time to respond to any Addenda. Any information given to a prospective Vendor concerning an RFP, either during the pre-proposal meeting or through written inquiries, will be furnished to all prospective Vendors as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Vendors.

PROPOSAL PROCESS:

Proposals must be emailed and will remain sealed/unopened until opening time and date. This option may be subject to change during unprecedented circumstances. Proposals must be received by the SFA no later than the date and time shown on the Request for proposal Timeline. Proposals will be time and date stamped to confirm receipt of the proposal and documented.

- Email subject line must indicate RFP #266-25 for Commodity Processing for Gainesville City School Nutrition.
- Email address submission: penny.fowler@gcssk12.net.
- An Excel electronic copy or paper copy of the proposal Quote Sheet, along with any alternate or required information must be included inside the sealed proposal package.
- Late proposals shall not be accepted. The SFA shall not be responsible for late receipt of proposals. Late proposals will be returned unopened to the address provided.
- If the Vendor submits proposal documents with informalities, errors, or omissions such as, but not limited to, non-conforming proposal security, non-conforming non-collusion affidavit or fails to properly execute and seal the said documents the Bidder, in the SFA's sole discretion, may be given 72 hours from the time of the proposal opening in which to provide such information to the SFA. The SFA has the right to waive any and all informalities.

III. PROPOSAL OPENING DATE/TIME/PLACE

- a) Proposals will be opened at the date, time, and location shown on the Request for proposal Timeline.

IV. AWARD DETERMINATION STATEMENT

- a) This RFP is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All proposal prices shall remain firm for the entire contract period and in accordance with terms listed within the Escalation/Descalation Clause, if applicable located under Section 3: Method of Payment and Pricing Information.
- b) The award of this RFP is contingent upon available budget funds and approval of the SFA Board of Education.
- c) Within approximately sixty (60) days of the opening of the proposals, the SFA will award the contract to the Vendor(s) who meet all terms, conditions, and specifications of the RFP and who is judged to be most advantageous to Gainesville City School Nutrition Program in the following areas: price, student acceptability, nutritional requirements, availability, quality of previous service (if applicable), and feasibility for the SFA (i.e. order minimums for direct shipment). Price alone will not be the determining factor in this contract but will carry the highest points in the evaluation criterion. Proposal pricing shall remain valid during this sixty-day period. The SFA reserves the right, in its sole discretion, to accept or reject any and all proposals or parts thereof.
- d) An official letter/email of acceptance will be forwarded by the SFA to the selected Vendor(s) after proposal selection and prior to contract award.
- e) Upon acceptance and award of a vendor's proposal, the contract between the Vendor and the SFA shall be drafted from (a) the RFP and addenda, (b) the selected proposal response to the RFP by the Vendor and any attachments thereto, and (c) all written communications between the SFA and the Vendor concerning the transactions.
- f) The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.
- g) The RFP will be scored by a committee using the questionnaire and scoring matrix found in Attachment K.

V. ADDITIONAL PROPOSAL INSTRUCTIONS

- a) **Proposal modifications:** Proposals cannot be modified after receipt of proposals. Care should be taken to ensure that the information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Vendor to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Proposal withdrawal:**
 - i. Vendors may withdraw proposals at any time up to the scheduled time for receipt of proposals. Vendors desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition SFA before the proposal opening deadline (proposal close date). Vendors may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.
 - ii. Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the RFP.

It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the Vendor waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Vendor through examination of all documents or raising a question regarding requirements prior to submitting a proposal.

- c) **Rejection and Disqualification of proposals:**
 - i. A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed and dated, may be rejected as non-conforming.

- ii. The SFA reserves the right to waive a proposal's minor irregularities if rectified by Vendor within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
 - iii. The SFA reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
 - iv. Issuance of this RFP in no way constitutes a commitment by the SFA to award a contract. The SFA reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this solicitation if it is determined to be in the best interest of the SFA.
 - v. Any Vendor who has demonstrated and documented poor performance during a current or previous agreement, within the last 3 years, with the School Nutrition Program may be considered a non-responsible Vendor and their proposal may be rejected. The SFA reserves the right to exercise this option as is deemed proper and/or necessary.
- d) **Evidence of Financial Capabilities:** After the proposal opening, Vendors must be prepared to present suitable evidence of their financial standing within three (3) business days after written request by the SFA. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

SECTION 2

STANDARD TERMS AND CONDITIONS

The signed and dated contract between the SFA and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for proposals over \$100k)

A Lobbying Certification and Disclosure must be completed for all proposals \$100,000 and over. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Vendors that apply or proposal 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. See and complete *Attachment D*.

II. DEBARMENT AND SUSPENSION VERIFICATION (for proposals over \$25k)

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 2 CFR 200.213.

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

By signing this agreement, the Vendor 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. 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. See *Attachment E*

III. BUY AMERICAN STATEMENT (food only) (7 CFR Part 210.21(d))

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act: 7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Buy American: Definition of domestic commodity or product. The term 'domestic commodity or product' means:

- a. An agricultural commodity that is produced in the United States; and
- b. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when

purchasing commercial food products served in the school meals programs. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of **7 day (s)** in advance of delivery. The request must include:

- 1) Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- 2) Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

By signing this document, the vendor certifies that all domestically identified products listed within the response to the attached specifications were processed in the U.S. and contain over 51% of their agricultural food components, by weight or volume, from the U.S. Any response listing a non-domestic product will include a valid resource to verify that the non-domestic good is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality within the U.S.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

- (i) In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The SFA determines that the actions or failure to act, of the Vendor, its agents, employees, or sub-vendors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Vendor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.

- b) Termination for Cause-** 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. The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Vendor in default of its obligation under the Contract:

- (i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
- (ii) The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Vendor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business or the SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) The Vendor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
 - (vi) The Vendor has engaged in conduct that has or may expose the Gainesville City SFA or the State to liability, as determined in the Gainesville City SFA's sole discretion; or
 - (vii) The Vendor has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of the Gainesville City SFA, the state, or a third party.
- c) **Notice of Default-** If there is a default event caused by the Vendor, the SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:
- (i) Immediately terminate the Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor, and/or,
 - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- d) **Termination upon Notice-** Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination.
- e) **Termination Due to Change in Law-** The SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the Vendor as a result of the following:
- (i) The SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the Gainesville City SFA; and/or
 - (ii) The SFA's duties are substantially modified.
- f) **Payment Limitation in Event of Termination-** In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Gainesville City SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- g) **The Vendor's Termination Duties-** Upon receipt of termination or upon request of the SFA, the Vendor shall:
- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the SFA may require;
 - (ii) Immediately cease using and return to the Gainesville City SFA, any personal property or materials, whether tangible or intangible, provided by the Gainesville City SFA to the Vendor;
 - (iii) Comply with the SFA's instructions for the timely transfer of any active files and work product by the Vendor under the Contract;

- (iv) Cooperate in good faith with the SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
- (v) Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Vendor.

V. HUB (Historically Underutilized Business) STATEMENT

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

Small businesses, women, and minority-owned business sources will not be given an unfair advantage when evaluating competitive purchases i.e., small purchases, sealed proposals, proposals, or non-competitive procurement (2 CFR 200.321).

Positive efforts include:

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

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for proposals over \$10k)

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

(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.")

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for proposals over \$150k)

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

be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IX. RECORD RETENTION AND ACCESS CLAUSE

The Vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the SFA throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFA's Board of Education reserves the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

X. PROPOSAL PROTEST PROCEDURES

- a) Any protest shall be in writing and shall be delivered to the SFA designated Protest official (list name of person here and contact information). A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:
 - (i) The name, address, and telephone number of the protestor;
 - (ii) The signature of the protestor or an authorized representative of the protestor;
 - (iii) Identification of the purchasing agency and the solicitation or contract number;
 - (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - (v) The form of relief requested.

XI. NON-COLLUSION STATEMENT

"I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Vendor per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect." See Attachment H

XII. CODE OF CONDUCT

Code of Conduct

Gainesville City Schools SY2025-2026

A Code of Conduct is required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR Part 200.318(c)(1), State Procurement Code and Regulations, and Gainesville City School District Department of Purchasing.

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition Program Funds:

- a. No employee, office or agent of the Gainesville City School Nutrition Program shall participate in the selection or award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
- b. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 1. The employee, officer or agent
 2. Any member of his/her immediate family
 3. His/her partner
 4. An organization which employs or is about to employ one of the above.
- c. The Gainesville City School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of substantial or monetary value from contractors, potential contractors, or parties to sub agreements. However, the SFA may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- d. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
- e. The removal of any food, supplies, equipment, or school property, such as records, recipe books and the like are prohibited.
- f. The outside sale of such items as used oil, empty cans and the like will be sold by contract between the Gainesville City School Nutrition Program and an outside agency. However, the profit attained from such sales will accrue back to the non-profit school food service account.
- g. An individual sale by any school personnel to an outside agency or other school person is prohibited.
- h. Failure of any employee to abide by the above stated code will result in appropriate disciplinary actions such as reprimand, fines, suspension, or termination as outlined in the district policy on violations on such standards. Interpretation of the code will be given at any time by contacting the School Nutrition Program Director at (770) 536-5275.
- i. The Gainesville City School Nutrition Program will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the Board of Education.

XIII. DUTY TO EXAMINE

It is the responsibility of each Vendor to examine the entire solicitation, seek clarification in writing, and check for accuracy before submitting the offer. Lack of care in preparing shall not be grounds for withdrawing after the offer due date and time nor shall it give rise to any contract claim.

XIV. EXCEPTIONS TO TERMS AND CONDITIONS

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

XV. VELOCITY REPORT (where applicable)

Vendor shall supply a velocity report to the School Nutrition Director upon request. It must include Year to Date totals of individual items purchased.

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

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

SECTION 3

SPECIAL TERMS AND CONDITIONS

I. HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS

The SFA expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the proposal, the SFA may require documentation verifying that a written HACCP plan is followed.

The successful vendors(s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- provision of 24/7 accessibility to successful vendor(s) staff in the event of a food/USDA Hold/Recall.
- public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Vendor(s) shall provide ability to SFA of conducting a mock recall for product once per year.

Vendor(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

II. PROPRIETARY INFORMATION

If a Vendor submits any document with the proposal that is considered to be proprietary in nature or is considered to be a trade secret, the Vendor shall notify the school district that the documents are included in the proposal. The school district will honor the request unless or until a competing Vendor asks to have access to the information. In such case, the school district will notify the affected Vendor that a challenge has been made. If the affected Vendor can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released, and the school district shall not be held liable.

III. TRADE NAME, LABELS, AND OTHER REQUESTS

- a) All items shall be properly labeled. No private labels will be accepted on commercial products.
- b) Nutrition data including CN labels/Product Formulation Statements, nutritionals, and cooking instructions must be provided on all items. Provide information on a flash drive or digital drive (e.g. Google) separate from the proposal and marked "NUTRITIONAL INFORMATION". Or website access must be provided, complete with login information and web address for access with the proposal documents.
- c) In the event of loss of state or federal funds due to vendor(s) failure to meet CN Label/Product Analysis Requirements, the vendor(s) shall reimburse losses to District.

IV. PRICING INFORMATION AND METHOD OF PAYMENT

- a) Prices: All prices offered shall be firm against any increase for 90 days from the date of the contract award. Subsequently, the SFA may entertain a request for escalation/de-escalation on a (enter your preferred frequency, such as quarterly, 6 months, annual, etc.) 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:
 - USDA Agricultural Marketing Service (AMS) Report,
 - 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,
 - Class I raw milk prices based on monthly USDA Federal Milk Order announcements for the applicable geographical zone,

- And/or other valid third party.)

Request for price increases and/or decreases must be submitted to the SFA **30** 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 **15%** 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 a annual basis**. This fixed fee price increase must be verified by the current applicable CPI, such as the monthly CPI motor fuel index for times when fuel prices unexpectedly increase rapidly. The publication/documentation must accompany associated requested price increases.

- b) The successful Vendor warrants that the proposal price(s), terms, and conditions stated in the proposal shall be firm through the proposal process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period and in accordance with terms listed within the Escalation/De-escalation Clause, if applicable.
- c) All proposal prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. Separate fuel charges will not be added to invoices.
- d) Prices will not include Federal Excise Tax or State Sales Tax.
- e) The SFA will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.
- f) Invoicing
 - i). Invoices, at minimum, shall consist of the following information:
 1. Delivery location and date of delivery
 2. Item description and cost
 3. Extended cost for total quantity purchased
 4. Total cost of all products purchased
 - ii). Monthly statements will be broken down by school invoice and mailed to the Gainesville City School Nutrition Bookkeeper:

Maria Rodriguez
 508 Oak Street,
 Gainesville, GA 30501
maria.rodriquez@gcscsk12.net

V. METHOD OF SHIPMENT/ORDERS & DELIVERY INFORMATION

- a) Orders and deliveries: Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted unless pre-approved by the SFA at least 7 days prior to delivery. Inspection: Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product(s) must be picked up immediately.

- b) Credit: Credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time and date.
- c) All orders are to be delivered Freight on Board (F.O.B) to address(es) as indicated on Attachment C.
- d) In an emergency situation in which the SFA requires delivery in less than 7 days and the vendor cannot provide the goods within the emergency delivery period, the SFA has the option to purchase those goods from another source with no penalty to either party.
- e) The SFA may have an occasional opportunity to purchase a limited amount of local fresh produce and reserves the right to do so for special occasions (such as Farm to School, Harvest of the Month, and other applicable School Nutrition educational opportunities).
- f) Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.
- g) Delivery of product(s) must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.
- h) Two invoices are to be provided and must be reviewed and signed at the time of delivery and if any discrepancies are noted during delivery those will be initialed and dated by the driver and the receiving agency designee accepting the order.

The Three Strikes Rule:

- 1) After vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the SFA will call vendor to report contract violation. The SFA will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.
- 2) After vendor's second offense of providing sub-par quality product, late delivery and/or poor customer service, the SFA will send a certified notice to the vendor documenting that this is the second offense, and a third offense will result in termination of contract for cause. If the offense is providing sub-par product, the vendor agrees to pay the SFA to purchase quality product at the vendor's expense.
- 3) After the vendor's third and final offense of the aforementioned, the SFA will terminate the contract for cause in writing via email and regular mail, copying the District Purchasing Compliance Officer.

VI. EVALUATION FACTORS

- a) Proposals will be evaluated in accordance with the required specifications as listed in this RFP. At the SFA's discretion, a proposal may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of the Vendor to provide, in the SFA opinion, the best overall solution to meet the SFA's specifications.
- b) The SFA reserves the right to award a single contract for the total requirement of the RFP or award multiple contracts on a group or line item basis in any combination that best serves the interest of the SFA.

VII. EQUIVALENT/ALTERNATE PRODUCTS

Equivalent/alternate products must be proposal on items where a brand name or equal is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the proposal specifications for each item. Samples of alternate/equivalent products shall be provided upon request as indicated below.

The following should be provided with the proposal documents for all alternate/equivalent items proposal:

- (i) Product identification, including manufacturer's name and number, brand name, product code, product label, quantity per case, case weight and item number.
- (ii) Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
- (iii) Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
- (iv) Vendor will provide the same guarantee for **the equivalent/alternate item as they would for specified product indicated in the proposal documents.**

VIII. SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the proposal shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition.

Substitutions may be made only with prior approval of the Director of School Nutrition or School Nutrition Coordinator. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the proposal. Substitutions are to be priced at the same cost as the original awarded item.

IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the SFA and the Vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed and agreed upon by both parties.

X. ASSIGNMENT

The Vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the SFA, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the SFA.

XI. INDEPENDENT VENDOR AND INDEMNITY

The Vendor shall act as an independent Vendor and not as an employee of the School Nutrition Program. Vendor agrees to indemnify and hold harmless the SFA, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this RFP.

XII. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Vendor shall be prepared, upon written notice of proposal award, to commence delivery of goods pursuant to the award on "Start Date" shown on the Request for proposal Timeline.
- b) The Vendor must comply with the time of performance.

XIII. FORCE MAJEURE

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

XIV. EVIDENCE OF INSURANCE

- a) The successful Bidder, at its expense, shall always carry and maintain in full force during the term of the contract resulting from this RFP the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the SFA a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the SFA, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the SFA. Such a certificate shall be issued to the SFA.
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

XV. EXCEPTIONS

A Proposal submitted in response to this RFP constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this RFP, except to the extent that a Vendor takes exception to such provisions. To take exception to a provision of this RFP, the Vendor must clearly identify in the PROPOSAL EXCEPTION FORM:

- (i) the number and title of each section of this RFP that the Vendor takes exception to;
- (ii) the specific sentence within such section that the Vendor takes exception to; and
- (iii) any alternate provision proposed by the Bidder.

See *Attachment G*

XVI. WARRANTY

Successful Vendor shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Vendor shall replace any damaged or inferior product in a timely manner to minimize the disruption of the SFA's operations.

XVII. GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

SAMPLES: The SFA reserves the right to request samples of any/all items indicated on the proposal schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request for samples. Each sample is to be labeled with the Vendor's name, the item number as indicated on the Quote Sheets, and the proposal number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

XVIII. SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XIX. WAIVER OF REJECTION AND RIGHTS

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

XX. RELEASE FROM CONTRACT

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

XXI. PIGGYBACK CLAUSE

The vendor agrees to allow the SFA and the following school districts (see *Attachment F* and each SFA piggybacking agreement form *Attachment F-1*) to have the same terms, cost, and conditions as this proposal, during the time that this proposal is in effect. SFAs may order items in quantities of one or more. Any liability created by purchase orders issued against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect from the award of this proposal, unless otherwise specified.

XXII. FOOD RECALLS AND BIOSECURITY

Vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall.

The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with proposal.

Vendor will provide the food recall contact person and the backup person's contact information to the school nutrition Director or designee by completing the chart below. The SFA will provide the vendor with a contact person and a backup person's contact information by completing the chart below. Food recall procedures can be found in 7 CFR 250.

Food Recall Contact Information:

Company Name	
Contact Name	
Phone Number(s)	
E-mail address	
Back-Up Contact Name	
Phone Number(s)	
E-mail address	
School System Name	Gainesville City Schools
School Nutrition Contact Name	Penny Fowler
Phone Number(s)	770-536-5275 x 5115
E-mail address	Penny.fowler@gcस्क12.net
Back-Up School Nutrition Contact Name	Emily House
Phone Number(s)	770-536-5275 x 5152 678-9-682-1734 mobile
E-mail address	Emily.house@gcस्क12.net

Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with proposal

XXIII. CONTRACT WORK HOURS/SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

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 vendor 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 that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles.

XXIV. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Appendix II to 2 CFR 200(f))

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient 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 sub-recipient 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.

XXV. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

An SFA and its vendors 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 the 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.

XXVI. CIVIL RIGHTS STATEMENT AND ASSURANCE

The Gainesville City School District hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- viii. 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.
- ix. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the Gainesville City School Nutrition agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Gainesville City School Nutrition, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Gainesville City School Nutrition.

Signature: _____ Title: _____

Printed Name: _____

ATTACHMENT A
PROPOSAL SUBMISSION FORM

Notice to Vendors:

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

This Proposal is submitted to: Gainesville City School Nutrition Program

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

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

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

School Nutrition Director: Penny Fowler

Email address: penny.fowler@gcssk12.net

Receipt of Addenda:

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

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Offeror:

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

- ☐ Specifications ☐ Lobbying Certificate ☐ Debarment Status Form ☐ Piggybacking Participation Form
☐ Proposal Exception Form ☐ Anti-Collusion ☐ Vendor Affidavit ☐ Reference Form (if requested)
☐ Contract Signature Page (signed and dated after award)

Proposal Pricing

Unless items are specifically excluded in the Proposal, the SFA shall deem the Proposal to be complete and shall not be charged any costs above and beyond the Proposal amount as set forth by the Vendor herein.

Total Proposal Price: \$ _____

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

Company Type (check one):

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

Vendor attests that:

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

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**: _____

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**: _____

Witness's Name: _____

Witness's Title: _____

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

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

ATTACHMENT B

Specifications & Quote Sheet

(SEE ATTACHMENTS)

DEFINITIONS:

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

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

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

USDA Value: The material price per pound for each commodity as published in the USDA List of Materials annually.

Fee for Service: The service fee applied to each finished case to be paid to the Vendor in exchange for processing and delivering the finished products they're awarded.

ATTACHMENT C

DELIVERY POINTS

Gainesville City School Delivery Points SY 2025-2026

CONTACT: Penny Fowler, Director
Emily House, Coordinator

BILLING ADDRESS: Gainesville City Schools

School Nutrition Program
508 Oak Street NW
Gainesville, GA 30501-3506
Telephone: (770) 536-5275

Delivery Point and SFA Contacts

Deliver to:
Cooperative Purchasing Agency (CPA)
1041 S Main St,
Cleveland, GA 30528
Ansley Green agreen@cpa4schools.com
Kara Cristy kchristy@cpa4schools.com

SFA Central Office:
Director, School Nutrition Program:
Penny Fowler-(770) 536-5275 ext. 5115
School Nutrition Bookkeeper:
Maria Rodriguez-(770) 536-5275 ext. 5125
School Nutrition Coordinator:
Emily House-(770) 536-5275 ext. 5152

CPA is the only direct shipment location where products will be accepted unless otherwise specified by the SFA.

ATTACHMENT D

LOBBYING FORM & DISCLOSURE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a) Contract b) Grant c) cooperative agreement d) loan e) loan guarantee f) loan insurance	2. Status of Federal Action: a) proposal/offer/application b) initial award c) post-award 3. Report Type: a) initial filing b) material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Sub awardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	11. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>
15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT E

AD-1047

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



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

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

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

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

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

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

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

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

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

ATTACHMENT F

LIST OF SFAs DESIRING TO PIGGYBACK
RFP # 266-25

SFA Name	Director	Email	Telephone	Address

The School Nutrition Director will provide this list of SFAs desiring to "Piggyback" on a contract with the awarded Contractor (as applicable). Any SFA wishing to piggyback must complete the following agreement (Attachment G-1) to be approved by the Contractor once awarded.

ATTACHMENT F-1

LIST OF SCHOOL SYSTEMS THAT DESIRE TO PIGGYBACK

SCHOOL DISTRICT PIGGYBACKING PARTICIPATION AGREEMENT

RFP FOR: _____

SCHOOL YEAR: _____

The (*Insert*) School Food Authority agrees to this piggybacking provision to enter into a contract with (*Insert the awarded vendor*) for the purchase of the items described herein in this proposal document based on the same terms, conditions, prices and products offered by the successful vendor to Gainesville City School District.

Minor changes in delivery terms and conditions, number of schools and delivery frequencies may be discussed by participating SFA for up to 30 days following the award of this contract. The following SFA **may participate** in the final contract.

NAME OF SCHOOL DISTRICT: _____

ADDRESS:

SCHOOL NUTRITION DIRECTOR: _____

PHONE: _____ E-MAIL: _____

NUMBER OF SCHOOLS: _____

DELIVERY FREQUENCY: _____

(Example: 1 x a week; 2 x a week; daily, etc.)

School District Authority Signature:

Title: _____

Name: (printed)

Awarded Vendor Signature:

Title: _____

Name of Company: (printed)

ATTACHMENT G

PROPOSAL EXCEPTION FORM

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

ATTACHMENT H
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 vendor to submit the attached proposal. Affiant further states that the vendor has not been a party to any collusion among Vendors in restraint of freedom of competition by agreement to proposal 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 contract pursuant to this proposal.

Signed

Subscribed and sworn before me this ____ day of __, 20____.

Notary Public (or Clerk or Judge) _____

My commission expires: _____

ATTACHMENT I

VENDOR AFFIDAVIT

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

E-verify Number (4 to 6 digit number) _____

Date of Authorization _____

Name of Vendor _____

_____ County/City Board of Education

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: _____

ATTACHMENT J

Vendor Reference Form

As a part of the RFP process, the SFA requires suppliers to submit at least **2** business references within this solicitation. The purpose of these references is to document the experience relevant to the scope of work and aid in the award process.

Company Name:			RFP Solicitation #:	
Business or School System Name	Address	Contact Name and Phone Number	E-mail address	Dates of Service To/From:

ATTACHMENT K

Vendor Questionnaire and Scoring Matrix

The answers to these questions will be used to determine points awarded according to the scoring matrix on the next page. All questions related to Fee for Service direct shipment; net of invoice (NOI) is not utilized at this time. **Responses may be attached as a separate page if more space is needed. Please title it "Attachement K: Vendor Questionnaire Continued" if applicable.**

1. Is your company able to deliver directly to the Cooperative Purchasing Warehouse (CPA) in Cleveland, GA or other location designated for direct ship by the SFA?

Yes _____ No _____ Comments:

2. Does your company "Front Load" pounds?

Yes _____ No _____ Comments:

3. It is the preference of the SFA that all pricing be submitted via Fee for Service (FFS) utilizing CPA as the receiving warehouse. Should a processor not have the capability to utilize CPA, it may eliminate them from award.

Does your company have the ability to participate in FFS with CPA?

Yes _____ No _____ Comments:

4. What is the minimum amount for direct shipping Fee for Service? Include any relevant details (e.g. minimum is 5,000 pounds but the manufacturer can work with the SFA to meet minimums when other districts are receiving products at the recipient agency)

5. Has your company provided End Product Data Schedules, Nutrition Analysis, Ingredient and Allergy Statements, and Cooking Instructions for each product on your proposal?

Yes _____ No _____ Comments:

6. Submit order placement and balance tracking procedures, including the company contact and email address. Specify whether K12 Foodservice or Processor Link is used to track balances.

7. Indicate if your company is available to assist SNP with conversion of raw pounds to end products. Include a statement about how large birds are split between white and dark meat (if applicable).

Scoring Matrix

Description	Points Possible
Criterion 1 Feasibility, Availability and Quality of Service	20 Point Maximum
Vendor can deliver FFS to CPA Cleveland, GA or other designated direct shipment location.	5 points
The Vendor can front load pounds	5 points
The SFA can feasibly accept pallet minimums for direct shipment.	5 points
Proposal is completed entirely, including all contractual and product related documents (1 point deducted for each missing or incomplete item)	1-5 points
Category 2 Student Preference and Nutritional Requirements	30 Point Maximum
Student acceptability based on testing and/or meal participation data.	16 points (1 st 16 pts., 2 nd 8 pts., 3 rd 4 pts., unacceptable 0 pts.)
Product meets the nutritional, crediting, whole grain, and allergen specifications in Attachment B.	14 points
Category 3 Cost Per Serving	50 Point Maximum
Product with the lowest cost per serving will be awarded the maximum points.	
Total Possible Points for Proposal:	100 Points Maximum

VENDOR CONTRACT SIGNATURE PAGE

(Signed and dated AFTER Contract Award)

This Contract is dated as of _____ by and between the Gainesville City School Nutrition Program, hereinafter called SFA, and _____, hereinafter called VENDOR.

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

ARTICLE 1. PRODUCTS

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

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

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

ARTICLE 4. INVOICE PROCEDURES

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

Gainesville City School Nutrition Program
Maria Rodriguez
508 Oak Street
Gainesville, GA 30501
maria.rodriguez@gcssk12.net
770-536-5275- extension 5125

ARTICLE 5. OFFEROR'S REPRESENTATIONS

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- Purpose and Procedures
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A: Vendor Submission Form
- Attachment B: Specifications & Quote Sheet
- Attachment C: Delivery Site(s)
- Attachment D: Lobbying Certification Disclosure
- Attachment E: Debarment, Suspended and Ineligible Status
- Attachment F: Piggybacking Agreement Form
- Attachment G: Proposal Exception Form
- Attachment H: Anti-Collusion Affidavit
- Attachment I: Vendor Affidavit (E-Verify)
- Attachment J: Vendor Reference Form
- Attachment K: Vendor Questionnaire and Scoring Matrix
- Vendor Contract Signature Page

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

CONTRACT SIGNATURES

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

This Contract Agreement will be effective July 1, 2025 for School Year (SY)' 2025-2026.

_____ SFA Board of Education

_____ Signature of Superintendent, Board member or designee

_____ Printed Name of Superintendent, Board member or designee

_____ Date Signed (MM/DD/YYYY)

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Printed Name of Company Representative

_____ Date Signed (MM/DD/YYYY)



GAINESVILLE

CITY SCHOOL SYSTEM

2025-2026 School Calendar

New Employee Orientation
 Staff Planning/Prof. Dev.
 Open House

Holiday
 School Day
 Early Dismissal

JULY 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	(19/19)					

SEPTEMBER 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
9/24 Virtual for 6 th -12 th Students						(21/40)

OCTOBER 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
(20/60)						

NOVEMBER 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	11/4 Virtual for PK-5th Students (15/75)					

DECEMBER 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
12/19 Student Early Dismissal						(15/90)

JANUARY 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1/20 Virtual for PK-12th Students (18/108)						

FEBRUARY 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
(18/126)						

MARCH 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
(20/146)						

APRIL 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
(17/163)						

MAY 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	5/21 Student Early Dismissal (15/178)					

JUNE 2026						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 23 – 25 New Employee Orientation
 July 28 – August 4 Pre-Planning
 July 31 & August 1 Open House & Orientation
 August 5 First Day of School
 September 1 Holiday (Labor Day)
 October 13 – 14 Fall Break
 October 15 Planning Day
 November 24 - 28 Thanksgiving Break
 Dec. 22 – January 2 Winter Break

January 5 Planning Day
 January 19 Holiday (MLK)
 February 16 February Break
 February 17 Planning Day
 March 16 March Break
 March 17 Planning Day
 April 6 – 10 Spring Break
 May 21 Last Day of School
 May 22 *Graduation*
 May 22 Post Planning

In case of Inclement Weather, students will learn virtually.