

**Dalton Public Schools**  
**Food and Nutrition Service Programs**

Dalton Public Schools  
School Nutrition  
Director of School Nutrition, Wimberly Brackett  
412 S Hamilton St  
Dalton, GA 30720

**Request for Proposal 05-18**  
**Fresh Produce**

Issued on: April 10, 2018

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## **I. INTRODUCTION**

Dalton Public School's School Nutrition Program invites prospective respondents to bid on Fresh Produce RFP #05-2018.

Dalton Public Schools is requesting proposals from qualified firms to provide multiple school sites with fresh produce in accordance with the procedures and specifications as outlined in this proposal package. Sealed proposals for RFP 05-2018 Fresh Produce will be received by the Dalton Public Schools Nutrition Program at the Central Office located at 412 S. Hamilton St. Dalton, GA 30720 by Friday, May 1th, 2018 at 2:00 PM EDT.

Proposals will be available to all interested Respondents on Friday, April 10, 2018. Proposals may be obtained by visiting the following website to download a copy: [www.daltonpublicschools.com](http://www.daltonpublicschools.com)

Dalton Public Schools reserves the right to waive technicalities, to accept or reject any and all proposals and to waive any irregularity in proposals received, to award the entire proposal to one or more respondents or to make awards by group or location, whichever is in the best interest of the Dalton Public Schools Nutrition Program; hereafter referred to as "CCS", except where noted for clarity.

All questions concerning this Request for Proposal should be directed to Wimberly Brackett, Dalton Public Schools, School Nutrition Director. All inquiries must be in writing and emailed to [wimberly.brackett@dalton.k12.ga.us](mailto:wimberly.brackett@dalton.k12.ga.us).

## **II. MINIMUM QUALIFICATIONS**

- It is preferred that each respondent be registered to do business in the State of Georgia. Each respondent should provide evidence of their registration with each bid submittal. For Georgia businesses, a photocopy of your Georgia business license is acceptable.
- Respondents must meet the minimum requirements for liability insurance and worker's compensation coverage as stated in this document.
- Respondents shall submit with their proposal, sufficient evidence of a minimum of 5 years' experience in similar projects preferably with public school systems. This information should be included on the Reference Sheet.
- Respondents must be HACCP certified.
- Respondents must make deliveries in refrigerated trucks with an unrefrigerated section for items that are not to be chilled, such as bananas and potatoes.
- All services provided by the awarded respondent must be performed by a direct employee or Principal of the firm. Awarded respondent may not subcontract any portion of the services for this project.
- Respondents shall submit the completed Respondent Information form.
- Respondents shall also submit the completed "Georgia Security and Immigration Compliance Act OCGA 13-10-91" document, "Respondent Affidavit and Agreement" (if applicable) and "Sub respondent Affidavit" (if applicable).

### **III. CALENDAR OF EVENTS**

<b>ACTION</b>	<b>DEADLINE</b>
Issuance of Request for Proposal (RFP)	April 10, 2018
Submission of Questions by	April 18, 2018 2:00 pm EST
Response to Question	April 25, 2018 3:00 pm EST
Proposal Submission Deadline	May 1, 2018 2:00 pm EST
Evaluation Period	May 2 – May 4, 2018
Board Approval of Recommendation	May 14, 2018
Notice to Proceed	June 1, 2018

#### IV. INSTRUCTIONS

1. Proposals shall be enclosed in sealed envelopes, addressed to the School Nutrition Office with the name and address of the respondent, the date and hour of the proposal closing, and the proposal number on the face of the exterior envelope. **The Proposal Form should be sent in a separate sealed envelope from the rest of your proposal submittal. See Proposal Submittal Requirements for specific instructions for this RFP.**
2. All proposals must be either typewritten or filled in with pen, and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the proposal must initial corrections or changes on any document. Respondents will not be allowed to modify their Proposals after designated closing date and time.
3. Respondents should provide all of the information required on all forms, including the Proposal Form, and shall sign the Standard Terms and Conditions.
4. The offer conveyed by this proposal shall remain open pending award for a period of ninety (90) days from the date of opening.
5. Proposal responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Request for Proposal, may be treated as non-responsive and may not be considered for award.
6. Any reference to quantities or dollar amounts provided is as an estimate only, and shall not serve to obligate the Dalton Public School's School Nutrition Program to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the respondent is required to furnish.
7. Quotes containing provisions for late or interest charges will not be considered.
8. Terms for prepayments or paying for goods in advance will not be considered.
9. Pre-cut prices will be quoted by the respondent and remain the same on a quarterly basis.
10. Dalton Public Schools reserves the right to amend this Request for Proposal prior to the due date.

#### 12. Special Instructions:

Specifications listed in the proposal document are to establish the minimum quality required. Dalton Public Schools is the sole determiner as to whether specifications are acceptable. Dalton Public Schools may request samples as needed from respondents to determine adherence to specifications. Dalton Public Schools will also check the market value Atlanta Terminal wholesale produce report prices for bid compliance.

13. Any contract awarded pursuant to this Request for Proposal shall be awarded to the most responsive and responsible respondent that is within the financial and technical parameters for the project and whose proposal response meets the requirements and criteria set forth in this Request for Proposal.
14. Purchases of Dalton Public Schools are not subject to sales taxes. Tax exemption certificates provided upon request.

**Respondent understands and accepts all Instructions as it pertains to this Request for Proposal:**

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*Respondent Signature*

*Date*

**V. STANDARD TERMS AND CONDITIONS**

1. Respondent shall transfer and deliver to Dalton Public Schools all of the goods described herein for the consideration set forth herein.
2. Risk of loss shall remain with Respondent until acceptance by Dalton Public Schools.
3. Title to the goods shall remain with Respondent until acceptance by Dalton Public School's school nutrition program.
4. Respondent warrants that the goods are merchantable and as described herein.
5. Dalton Public School's school nutrition program shall have the right to inspect the goods at the time and place of delivery.
6. No right or interest in the contract shall be assigned by Respondent without the written permission of Dalton Public Schools, and no delegation of any obligation owed or of the performance of any obligation by Respondent shall be made without the written permission of Dalton Public Schools. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. The laws of the State of Georgia and of the United States of America and the policies of Dalton Public Schools shall govern this agreement in all respects.
8. All goods and/or services on this order or contract are exempt from Federal Tax and Georgia Tax.
9. All goods and/or services supplied pursuant to this purchase order or contract shall, unless otherwise stated, conform exactly to all of the descriptions and attachments contained in the Request for Proposal upon which this order is based, and the terms, conditions, and specification of the Request for Proposal are incorporated herein by reference and made a part hereof.
10. Any goods supplied found not in accordance with the description and specifications set forth in the Item Schedule will be rejected. Goods rejected must be replaced in 24 hours with goods that meet specifications.
11. Prices stated are unit cost plus fixed fee. No further allowances shall be made for freight and delivery charges.
12. Prices for whole produce should be sent to each school system the week before delivery. Pre-cut prices for the unit must be held constant for one quarter. The fee for service for the whole produce and pre-cuts will remain the same for the duration of the bid.
13. Dalton Public Schools reserves the right to cancel this contract for either non- performance or poor performance of the respondent by giving thirty day written notice in advance to the Respondent of its intent to do so.
14. Successful Respondent will be required to supply an original and one copy of each invoice. No invoice will be processed for payment until all contractual obligations have been met.
15. All invoices and/or financial correspondence should be directed to School Nutrition Director.
16. Successful respondent must furnish proof of liability insurance as stated in the "Insurance Requirements" upon contract award. Respondent must maintain insurance coverage for duration of contract with Dalton Public Schools, including all renewals.
17. Respondent should submit original and two copies of their response.
18. Dalton Public Schools reserves the right in its sole and complete discretion to reject any or all proposals and to waive technicalities and informalities. In judging whether the respondent is responsible, Dalton Public Schools will consider, but is not limited to consideration of, the following:

- a. Cost Submittal
- b. Technical Submittal

- 19. Dalton Public Schools reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.
- 20. Dalton Public Schools reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
- 21. The acceptance of a proposal shall be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by Dalton Public Schools and shall contain, at a minimum, applicable provisions of this Request for Proposal (“RFP”). Dalton Public Schools reserves the right to reject any agreement that does not conform to this RFP and to any Dalton Public Schools requirements for agreements and contracts.
- 22. Dalton Public Schools assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of a proposal.
- 23. All proposals submitted become the property of Dalton Public Schools.
- 24. Dalton Public Schools standard terms for payment shall be Net 30 days from the date of delivery of goods or services, or date of receipt of correct invoice, whichever is later. All payments will be made in accordance with the school district’s policies and procedures.

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

\_\_\_\_\_

*Respondent Signature*

\_\_\_\_\_

*Date*



## VI. SCOPE OF WORK AND REQUIREMENTS

### A. PROJECT SCOPE

Dalton Public Schools, with this document, hereby requests a proposal from qualified Respondents to provide Fresh Produce to the following schools:

AREA ONE School System	Estimated Dollars Spent on Produce Yearly
Westwood Elem	17,000
Brookwood Elem	25,000
City Park Elem	55,000
Blue Ridge Elem	30,000
Park Creek Elem	40,000
Roan St. Elem	27,000
Dalton Middle School	60,000
Dalton High School	30,000
Morris Innovative High School	15,000
Summer Feeding	15,000
Opening Jan 2020: 6/7 middle school	
<b>Total</b>	<b>314,000</b>

This proposal for the above school system is for School Year 2019, which is July 1, 2018-June 30, 2019, extendable for up to five more years if mutually agreed upon by respondent and customer. Dollars spent on produce are an *estimate* for forecasting.

### B. GENERAL INSTRUCTIONS

#### **Point of Contact**

The sole point of contact for this RFP shall be:

Wimberly Brackett, Director of School Nutrition  
Dalton Public Schools  
412 S. Hamilton St  
Dalton, GA 30720  
Phone: 706-876-4078  
Fax: 706-226-8348  
Email: [wimberly.brackett@dalton.k12.ga.us](mailto:wimberly.brackett@dalton.k12.ga.us)

*Failure to restrict contacts/discussion regarding the RFP to the above name person will be deemed a serious breach of process and may, at Dalton Public School's sole discretion, result in disqualifying the violating party's firm from further consideration in this RFP opportunity. Additionally, any unauthorized contact with members of the School Board or System employees by a respondent or a respondent's representative concerning this proposal may result in the disqualification of the respondent.*

## **Interpretation and Clarification**

No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the RFP document. Requests for interpretation or clarification shall be made in writing (fax or email will be acceptable) and delivered to the RFP Coordinator on or before 2:00 pm EDT on Monday, April 18, 2018. Dalton Public Schools will respond in writing to all clarification requests by posting questions and responses on the Dalton Public Schools' website under the Current Solicitations section of the Procurement web-page. All responses will be posted by 3:00 pm EDT on Tuesday, April 25. No questions other than written will be accepted and no response other than written will be binding upon Dalton Public Schools.

**The original and two copies of the proposals** must be delivered to:

Dalton Public Schools' School Nutrition Dept.

412 S. Hamilton St

Dalton, GA 30720

By 12:00 PM EDT, May 1, 2018. All copies must be in a sealed envelope with the words: **"Fresh Produce RFP #2018; Attention: Wimberly Brackett"** in the lower left corner.

The Sealed Proposals will be opened on May 2, 2018 at 12:00 PM Eastern Daylight Time. Bids received after that time will not be considered.

Bids delivered after that time will be returned, unopened to the appropriate respondent. Postmarks or dating of documents will be given no consideration in case of late bids. An informality shall be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of a respondent to provide it would have no impact on the outcome of the proposal. In such cases, the respondent failing to supply the information may be given a specified period of time to comply. If the respondent fails to comply in that time period, the proposal will be rejected for reasons of non-compliance. No award will be made unless all required information is received by Dalton Public Schools.

Copies of the Specifications, Terms and Conditions, Contract Agreement and Affidavit are enclosed. Dalton Public Schools has the option to extend the RFP up to 5 years plus the initial proposal year if mutually agreed upon with the successful respondent(s).

Prospective respondents are urged to read the Specifications and Terms and Conditions very carefully. No proposal may be withdrawn after the time of the opening; however, Dalton Public Schools reserves the right to accept or reject all proposals and to waive any formalities.

Dalton Public Schools may, at its option, require a Performance Bond of the successful respondent if it is deemed to be in the best interest of Dalton Public Schools.

## **VIII. PROPOSAL SUBMITTAL REQUIREMENTS**

- A. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
- 1) The Proposal Instructions signed by an authorized agent of the company;
  - 2) The Terms and Conditions signed by an authorized agent of the company;
  - 3) Respondent Form;
  - 4) Georgia Security and Immigration Compliance Act OCGA 13-10-90;
  - 5) Respondent Affidavit and Agreement;
  - 6) Dalton Public Schools Contract Agreement;
  - 7) U.S. Department of Agriculture Debarred Status;
  - 8) RFP Checklist;
  - 9) Reference Sheet;
  - 10) Respondent Questionnaire;
  - 11) Proposal Form
  - 12) Respondent Response Form.
- B. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal.
- C. Proposals must include all elements noted in the “Preparation of Proposals” section below.
- D. Proposals are to be organized in the following tabs:
- Tab 1 – All RFP Documents # 1- 10 from “Proposal Submittal Requirements”
  - Tab 2 – Experience and Capabilities (Include Forms # 11 and 12 from Section A)
  - Tab 3 – Proposal Response Form
  - Tab 4 – Exceptions
  - Tab 5 – Proposed alternatives to Dalton Public Schools requirements

## **IX. EVALUATION OF PROPOSALS**

- A. After the proposal opening, Dalton Public Schools will select for further consideration Respondent(s) deemed to be fully qualified and best suited among those submitting proposals based on Respondents’ responses to the information requested in this RFP.
- B. The following criteria will be used in the evaluation process:
- 1) Financial (50 points)
    - Fixed Fee Price
  - 2) Technical (45 points total as outlined below)
    - Handling of bills and credits (10 points)
    - Ordering options: acceptance of electronic orders via website, email orders, faxed orders, and if needed, phone orders, ability to purchase partial cases (15 points)
    - Years in business (5 points)
    - Sourcing and availability of local “farm to school” produce: local means grown in Georgia and any state that touches Georgia. (15 points)
  - 3) Mandatory (no points as these are required)
    - HACCP Certification

- Refrigerated truck with unrefrigerated section for no-chill items
- 4) References
- Average point scores of top 2 references

Evaluation Criteria	Points
Financial	50
Technical	
Handling of bills and credits	10
Ordering Options	15
Years in business	5
Farm to School/Locally defined	15
References	5
<b>Total</b>	<b>100</b>
Do they meet the Mandatory criteria?	Yes/No

- C. Dalton Public Schools will select the Respondent who, in the opinion of DPS, has made the best proposal and shall award the contract to that Respondent (referred to in this RFP as the Successful Respondent). Should Dalton Public Schools determine in writing and in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.
- D. Dalton Public Schools is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

## **X. PREPARATION OF PROPOSALS**

In presenting their proposals, Respondents are encouraged to be thorough in addressing the *Specific Requirements*, the *Proposal Submittal Requirements*, and the *Preparation of Proposals* as outlined in this RFP.

To facilitate the School System's evaluation of Respondent's proposal, Respondent is to number all pages of its proposal and provide tabs as indicated in the Proposal Submittal Requirements. Respondent must fully address each of the following items and submit proposals using the following format:

- A. **Experience and Capability**- Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Respondents should utilize the *Respondent Questionnaire* below as a guide.
- B. **Price**
- 1) Complete and submit with the proposal the attached Proposal Form
  - 2) Complete and submit the Respondent Response Form
  - 3) Respondent is to provide any additional pricing information or alternative pricing structures offered.

- 4) Respondent's prices will be subject to negotiations.
- 5) After negotiations and award of this contract, Successful Respondent's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract.

C. **Exceptions** - Detail any exceptions taken to the *Scope of Work* and *Terms and Conditions* sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Respondent may not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions section of this RFP.

D. **Alternatives** - Detail any alternatives to Dalton Public School's requirements that you may have to offer.

**Cost of Responding** - This solicitation does not commit Dalton Public Schools to pay any costs incurred by the Respondent or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is Dalton Public Schools obligated to procure or contract for such services.

## RESPONDENT QUESTIONNAIRE

1. How long have you been in business?

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2. Give us background information on your company, including delivery and warehousing capabilities, as well as any financial rating available.

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3. Have you done business with other school systems? \_\_\_\_\_ Yes \_\_\_\_\_ No

4. List at least three references where you have conducted a significant volume of business. Give name, email address, and telephone number of individual who may be contacted in addition to name and address of organization or business. (Utilize Reference page located in RFP package)

5. Are you HACCP certified? Yes \_\_\_\_\_ No \_\_\_\_\_

6. Will the produce deliveries be made in refrigerated trucks which have an unrefrigerated section for items such as bananas and potatoes? Yes \_\_\_\_\_ No \_\_\_\_\_

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7. Describe in ½ page or less your ordering options: electronic via your website, email from individual schools, consolidated email from school district central office, fax, phone, etc.

8. Describe in ½ page or less your billing and invoicing procedure.

9. What is your policy and procedure to provide Farm to School produce using local items? (*Local means Georgia and states that touch Georgia*) Describe in ½ page or less.

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Name of Company Representative (Please Print)

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Signature of Respondent

---

Name of Company

---

Address

## **XII. ATTACHMENT A: DALTON PUBLIC SCHOOLS SPECIFIC REQUIREMENTS**

Dalton Public Schools  
2018-2019 General Terms and Conditions  
For Quotation  
To Supply Fresh Produce

### **GENERAL INFORMATION**

Completion of this Request for Proposal to provide Fresh Produce to Dalton Public School's School Nutrition Program indicates the respondent agrees to meet all of the General Terms and Conditions listed herein.

The approved respondent shall make fresh produce available for purchase to Dalton Public Schools throughout the entire 2018-2019 school year. In the event the approved respondent cannot meet this requirement, thirty (30) days written notice must be provided to Wimberly Brackett, Dalton Public Schools Nutrition Director.

### **QUALITY STANDARD FOR FRESH PRODUCE**

- A. All fresh produce shall be US #1 Grade or equivalent and of the type, style, and pack as specified in the Dalton Public School's Produce Specifications.
- B. All fresh produce shall be maintained, handled and delivered at the appropriate refrigerated temperature, for each item, at all times.
- C. There must be a separate, non-refrigerated area in each delivery truck for items that are not supposed to be refrigerated, including bananas and potatoes.
- D. All fresh produce shall be handled according to the best commercial practices.
- E. All fresh produce shall be in good condition, and free from defects such as over-ripeness, decay, bruises, etc.
- F. All fresh produce, unless otherwise stated, shall comply with the latest Standards issued by the United States Department of Agriculture, for the grade Specified for each item.
- G. Dalton Public Schools reserves the right to inspect respondent storage facilities and transportation methods for sanitation and temperature control procedures.
- H. No animal processing in produce house.
- I. All Pre-cut produce must have a Use By date and at least a 7 day shelf life.

## **Dalton Public Schools Produce Specifications:**

**APPLE:** Golden Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, 125 count 40 pound case

**APPLE:** Golden Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, 138 count 40 pound case

**APPLE:** Red Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, medium, 125 count 40 pound case

**APPLE:** Red Delicious, U.S. Fancy, well colored, no bruising, broken skins or internal breakdown or browning, small, 138 count 40 pound case

**Other types of apples will use same quality standards.** Bid fixed fee per 40 # case.

**BANANAS:** Cavendish, green tips, Stage 3 or Stage 4, uniform shape and color, Special, 100-125 count

**CABBAGE:** Domestic, U.S. No. 1, , Green, round, well formed, even-colored, compact leaves, 2.5 lb head

**CABBAGE:** Red, U.S. No. 1, round, well formed, even-colored, compact leaves, 2.5 lb head.

**CANTALOUPE:** U.S. No. 1, well shaped, creamy yellow thick rind covered with yellow netting, peach colored flesh, 12-18 count

**CARROTS:** Medium size, well shape, firm, smooth exterior. Orange to orange-red color. Top closely trimmed, 25 pound pack

**CARROTS:** Medium size, well shape, firm, smooth exterior. Orange to orange-red color. Top closely trimmed, 5 pound pack

**CAULIFLOWER:** Whole head or florets, U.S. No. 1, creamy white color,

**CELERY:** U. S. No. 1, Pascal, light green color, crisp texture, straight stalks with rigid ribs. Leaves should be fresh, well-colored and show no signs of wilting, 36 count; other sizes as listed

**CUCUMBERS:** U.S. No. 1, Green, medium size, firm, well-shaped, even dark green color and uniform size, 5 pound pack

**EGGS:** Fresh, large, Grade A, loose, 1 dozen, 15 dozen

**GRAPES:** Green, medium size, seedless, yellow-green color, plump berries firmly attached to green pliable stems, 18 pound case

**GRAPES:** Red, seedless, plump berries firmly attached to green pliable stems, 18 pound case

**GRAPEFRUIT:** U.S. No. 1, Duncan or Marsh Pink, medium size, firm, well-shaped, thin skinned, 36 count

**HONEYDEW:** US. No. 1, well shaped, smooth, creamy yellow rind, light green flesh, hard blossom end. 6-9 count

**KIWIFRUIT:** Hayward, U.S. No. 1 or “export grade”, plump, unwrinkled, no visible signs of damage to exterior, 39 count flat

**LEMONS:** Eureka or Lisbon varieties, smooth skins, dozen, 1 dozen

**LETTUCE:** Iceberg, U.S. No. 1, palletized, compact heads, light green color, crisp texture, 24 count, other pack sizes as listed Heads springy, but fairly firm with green color; outer leaves are fresh and should be free from discolored spots, russeting, insect damage and/or decay. U.S. #1.

**LETTUCE:** Romaine, U.S. No. 1, 24 count, other pack sizes as listed Outside leaves have a dark, rich green color. Inner leaves have a good bright medium to light green color and are clean and crisp. Leaves should be free from insect injury, other blemishes or decay.

**LIMES:** U.S. Combo, 12 count

**MUSHROOMS:** Agaricus Bisporus, U.S. No. 1, fresh, well-shaped appearance, firm texture and free of spots. Closed veils around stems. Medium size. 3 pound pack



**NECTARINES:** U.S. Fancy, flesh color primarily yellow with some streaking, well-colored with smooth unblemished skins. 72 count

**ONIONS:** Green, white ends with tender green tops. U.S. No. 1, 6 count

**ONIONS:** Red, Jumbo, 5 pound pack

**ONIONS:** Yellow, Jumbo, 5 pound pack

**ONIONS:** Yellow, Jumbo, 25 pound pack

**ORANGES:** Valencia, U.S. No. 1, firm, fine-textured. Color ranges from orange to greenish orange. 125-138 count

**PARSLEY:** Mild, green, consistent color, hearty aroma, high leaf to stem ratio and leaves that are firmly attached to stems. 3 each bunch

**PEACHES:** Small, U.S. Extra No. 1, skin color is creamy or yellow with varying degrees of red blush, no bruised or discolored fruit. 2 1/4 inch size, 22 lb. case

**PEARS:** U.S. No. 1, Fancy, Anjou, 110-120 count 45 #cases

**PEPPERS:** Green, firm, fresh-looking and brightly colored. U.S. No. 1, medium to large, 5 pound pack

**PINEAPPLE:** U. S. No. 1, size, 6 ct. or 2 each

**PLUMS:** Purple, U. S. No. 1, 75 count minimum 25# case

**POTATOES:** Baking, Russet, fairly clean, firm and smooth, 80 count size

**POTATOES:** Baking, Russet, fairly clean, firm and smooth, 100 count size

**POTATOES:** Baking, Russet, fairly clean, firm and smooth, 120 count size

**RADISHES:** Red Globe, bright in color, firm, well-formed roots and crisp, white flesh. U. S. No.1, 6 oz. Bag pack

**SPINACH:** Flat leaf, washed, fresh crisp leaves with good green coloring. U.S. No. 1, 4/2.5 pound bag pack or 2.5 pound bag; no evidence of decay; no sulfites

**STRAWBERRIES:** U.S. No. 1, plump, firm, will-rounded, bright even red color, fresh looking, green and in place, 12-pint flat pack or 1# clamshell

**TANGERINES:** U.S. No. 1, pebbly skin, deep orange color, 150 count pack

**TANGELOS,** seedless Mineola US No. 1, deep orange color; case 125-135 count

**TOMATOES:** Round Smooth and firm. Free from cracks, green or yellow sunburned areas and other blemishes and decay. Should be light red to full red in color, stage 5 to 6. No evidence of chill damage. U.S. #1.

**Tomatoes, Grape:** Well-shaped, smooth and firm. Free from cracks, green or yellow sunburned areas and other blemishes and decay. Should be full red in color, stage 6. No evidence of chill damage. U.S. #1. Two each or flat of 12.

**Tomatoes, Cherry:** Well-shaped, smooth and firm. Free from cracks, green or yellow sunburned areas and other blemishes and decay. Should be full red in color, stage 6. No evidence of chill damage. U.S. #1. Two each or flat of 12.

**WATERMELONS:** U.S. No. 1, Gray, Black Diamond or Jubilee variety, 20# minimum, Each

**PRE-CUT VEGETABLES:** All pre-cut vegetables must contain **no** preservatives and by **100% useable**, heat sealed bags, no tipper tie. Must have 7 day shelf life.

**BROCCOLI FLORETS:** Calabrese, U.S. No. 1, Bud clusters should be firm and fairly compact with an even dark-green or purple-green color, no yellow florets. Florets should be reasonable bite size pieces, 3 pound bag, or 4/3#.

**CABBAGE, SLAW with color:** Dry pack with no visible moisture in bags. Slaw should contain U.S. No. 1 carrots, white and green cabbage (8 parts) shredded carrots (2 parts), 5 pound or 4/5#.

**Cabbage Slaw, Plain:** Dry pack with no visible moisture in bags. Slaw should contain white and green cabbage, 5 pound or 4/5#.

**CARROTS, BABY:** Uniform shaped, 20/1 lb. and 200 ct individual packaged packs

**CARROT STICKS:** U.S. No. 1, 2 inch length, 5 pound pack; or 4/5#

**CAULIFLOWER FLORETS:** U.S. No. 1, white or creamy white with clean, firm compact curds. Curds should be reasonable bit size pieces, 4/3 pound pack

**CELERY STICKS:** U.S. No. 1, 2 inch length, uniform size and weight, light green in color, firm, fresh, 4/5 pound pack Packed in “breathable” poly film bags, under USDA Inspection/Approved packing sites. No sulfites. No evidence of decay (no discoloration, no slime, no mold). U.S.# 1

**Celery, Diced Value Added Purchase Units:** 4/5# bags Packed in “breathable” poly film bags, under USDA Inspection/Approved packing sites. No sulfites. No evidence of decay (no discoloration, no slime, no mold). U.S.# 1.

**LETTUCE, SALAD MIX:** Cut 1 inch x 1 inch, 4 oz. each of shredded red cabbage and shredded carrots packed in separate pouches, 5 pound bag and 4/5 pound pack

**LETTUCE, SHREDDED, 1/8":** Iceberg, U.S. No. 1, washed and ready to serve, no preservatives, 5 pound bag and 4/5 pound pack

**Salad Mix, Romaine 60/40:** 1 inch by 1 inch, green, firm, fresh, 5# bag or 4/5# case

**Salad Mix, Romaine/Iceberg:** 5# bag or 4/5# case, firm, fresh

**Pre-Cuts** must have 7 day shelf life from the date delivered to the schools, heat sealed bags, clean, crisp, no slime.

## **PRODUCE REQUIREMENTS**

### **PRODUCT/SERVICE EVALUATIONS**

All managers will report quality concerns to School Nutrition Director as quickly as observed. When the volume or seriousness of these reports is deemed unacceptable by the School Nutrition Department of Dalton Public Schools, the respondent is given thirty days to take corrective action to the satisfaction of the SNS office. If warranted, Dalton Public Schools reserves the right to cancel the entire produce contract with the respondent. In the event satisfaction is not provided to SNS within thirty days the respondent will be notified that the contract to provide Fresh Produce is null and void. In addition, the respondent will be removed from the approved vendor list for a minimum of three years.

### **PRICE QUOTATIONS**

Prices charged to Dalton Public Schools for Fresh Produce shall be the respondents documented net cost (invoices, bill, statements) from growers/shippers/packers minus any Rebates, Discounts or Credits not to exceed the market price shown in the USDA Atlanta Terminal Wholesale Market Report plus the respondents Fixed Fee per Bid Unit.

Fixed Fees must be shown in dollars and cents. Cost Plus a Percentage Proposals and/or Quotes are prohibited and will result in your proposal being rejected. It is understood that the Bookkeeper of each system may audit the respondent's records for base prices at least twice a year or as deemed necessary. Prices must include delivery to all sites at least once per week. Quotes are requested for two time per week delivery as well. NOTE: Delivery requirements.

Dalton Public Schools reserves the right to reject any or all proposals for any reason. Price alone will not be the determining factor in this RFP.

The following sets of criteria will be considered in determining successful respondent(s)

### **FINANCIAL:**

- Fixed Fee

### **TECHNICAL:**

- Handling of bills and credits
- Ordering options: acceptance of electronic orders via website, email orders, faxed orders, and if needed, phone orders
- Years in business
- Sourcing and availability of local "farm to school" produce: local means grown in Georgia and any state that touches Georgia.

### **MANDATORY:**

- HACCP Certification
- Refrigerated truck with unrefrigerated section for no-chill items

## **ORDERING**

Cafeteria managers or their designee will place produce orders by phone, fax, email, or electronically via website, to the successful respondent by the agreed upon day each week for delivery the following week.

### **DELIVERIES**

A list of schools, addresses and phone numbers will be furnished to the approved respondent. Dalton Public Schools will provide their school system calendar to the successful respondent. Each school will have a minimum of one delivery per week; however pricing is requested for two times per week to evaluate if cost prohibited. Dalton Public Schools and approved respondent may agree on more/ and or less deliveries per week.

Produce deliveries shall be made to each school between the hours of 7:00 a.m. and 1:30 p.m. during the school year, or other time if mutually agreed upon by school nutrition director and respondent. Deliveries are to be placed inside the kitchen as designated by the cafeteria manager or their designee. **Under no circumstances will payment be made for produce left on the loading dock or not properly received by an authorized person.** Any exceptions to delivery procedures, such as a night or weekend delivery or different time, must be made and approved by Wimberly Brackett, School Nutrition Director. **Initial orders for produce shall be sent from SNP office on/or around June 18, 2018 or earlier for delivery beginning the first week of July 2018 for summer feeding. The successful respondent MUST be able to deliver to all sites on or around July 1<sup>st</sup>, 2018. A list of schools for each district with address, phone number, manager's name, and email addresses, along with school system calendar, will be provided to successful respondent.**

Respondents must adhere to the delivery schedule except when school is closed. If this occurs due to bad weather, etc., respondent will contact the SNP office for alternate delivery dates.

An authorized employee from each school kitchen shall carefully check all deliveries against the order, for quality, quantity and food safe temperatures before receiving the delivery for payment. If the delivery occurs during serving, the carrier must be prepared to wait until an authorized person is available to receive the shipment. Please advise carriers for such so that adequate time for delivery is scheduled.

All merchandise must be fresh and in good condition upon delivery. Pre-cut items will have a pack date and anticipated shelf life of 7 days or more upon delivery.

**Damaged or poor quality merchandise and/or unapproved substitutes will not be accepted during delivery. These items must be exchanged or delivered within 24 hours of original delivery when approved by the cafeteria manager. Respondent must resolve credits and reflect resolution on statement for that month.**

### **EMERGENCY DELIVERIES**

Occasionally school emergencies will arise that will require delivery of merchandise at unscheduled times. It is required that the approved respondent be able to meet these demands when they occur.

### **PAYMENT**

Payment will be made monthly when receiving has been documented and the paperwork necessary to complete the transaction has been received. Statements and any correspondence regarding payment should be sent to the respective SNP's.

The respondent will provide two invoices for each individual school as orders are delivered. All invoices must be fully itemized, showing unit and extended cost. Invoices must have an invoice number and show the date of receipt by the School System. If there is a shortage or error in goods received, as determined by the Cafeteria manager or the SNS Bookkeeper, payment will be adjusted accordingly.

### **SUBSTITUTIONS**

Substitutions are strongly discouraged and shall not be made without the prior consent of the school nutrition director. All substitutions must be of high quality and in good condition.

### **TOBACCO FREE ENVIRONMENT**

The use of any form of tobacco is strictly prohibited on all campuses of Dalton Public Schools.

### **QUANTITIES BASED ON ESTIMATED ANNUAL EXPENDITURE**

Annual case counts of products by schools are offered as estimated guidelines and are not binding agreements. Also, respondents should take into consideration that at some point the school nutrition program may participate in the DOD/FFAVORS Fresh Produce program to the fullest extent possible. Therefore any quantities provided as part of the proposal package are estimates and may fluctuate depending on DOD/FFAVORS fund availability.

### **FARM TO SCHOOL**

Dalton Public Schools will give preference to the respondent who will agree to search out and offer locally grown and produced, fruits and vegetables for use by Dalton Public Schools. In addition, Dalton Public Schools requires short biographical information on the farms producing these items for educational purposes. "Locally grown" means items grown/produced in Georgia and states that touch Georgia.

From time to time school systems have a limited opportunity to purchase a limited amount of local fresh produce that they reserve the right to do.

# General Terms and Conditions

## 1. Debarment and Suspension Verification

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

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

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

## 2. Contract Term Clauses (Including Renewal and Extension)

**Contract Term.** The contract between Dalton Public Schools and the Vendor shall begin and end on the dates specified in the Request for Proposal, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

**Contract Renewal.** Dalton Public Schools shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to-year basis for up to 4 additional bid periods by giving the Vendor written notice of the renewal decision at least (30) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of Dalton Public Schools, funding, and Vendor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment.

**Contract Extension.** In the event that this Standard Contract shall terminate or likely to terminate prior to the making of an award for a new contract for the identified goods and services, Dalton Public Schools may, with the written consent of Vendor, extend this Contract for such period as may be necessary to afford Dalton Public Schools a continuous supply of the identified goods and services.

## 3. Buy American Act – 7 CFR 210.21

Vendor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. *Buy American -- (1) Definition of domestic commodity or product.* In this paragraph (d), the term 'domestic commodity or product' means— (i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

## 4. Contract Term Clauses (Including Renewal and Extension)

**Contract Term.** The contract between Dalton Public Schools and the Vendor shall begin and end on the dates specified in the Request for Proposal, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

**Contract Renewal.** Dalton Public Schools shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to-year basis for up to 4 additional bid periods by giving the Vendor written notice of the renewal decision at least (30) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of Dalton Public Schools, funding, and Vendor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment.

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**6. Non-Performance or/and Termination Clauses**

**a. Immediate Termination.** This Contract will terminate immediately and absolutely if the Dalton Public Schools determines that adequate funds are not appropriated or granted or funds are de-appropriated such that Dalton Public Schools cannot fulfill its obligations under the Contract, which determination is the Dalton Public School's sole discretion and shall be conclusive. Further, Dalton Public Schools 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) Dalton Public Schools 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 connections with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

**b. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for Dalton Public Schools to declare the Vendor in default of its obligations under the Contract:

- (i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to Dalton Public School's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Vendor;
- (ii) Dalton Public Schools 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 county or state law including bankruptcy laws; the Vendor terminates or suspends its business; or Dalton Public Schools 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, Local laws, rules, ordinances, Dalton Public Schools regulations and orders when performing within the scope of the Contract;
- (vi) The Vendor has engaged in conduct that has or may expose Dalton Public Schools to liability, as determined in Dalton Public School's sole discretion; or
- (vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of Dalton Public Schools, or a third party.

**c. Notice of Default.** If there is a default event caused by the Vendor, Dalton Public Schools shall provide

written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in Dalton Public School's written notice to the Vendor. If the breach or non-compliance is not remedied within the period of time specified in the written notice, the Dalton Public School's 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 of the Contract and seek any legal or equitable remedies.

**d. Termination Upon Notice.** Following thirty (30) days' written notice, Dalton Public Schools 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 Dalton Public Schools up to and including the date of termination.

**e. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by Dalton Public Schools, the Dalton Public Schools shall pay only those amount, 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 School Food Authority is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's Claim. This provision in no way limits the remedies available to Dalton Public Schools under the Contract in event of termination. Dalton Public Schools 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.

**f. The Vendor's Termination Duties.** Upon receipt of notice of termination or upon request of Dalton Public Schools, 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 from, and any other matters the School Food Authority may require;
- (ii) Immediately cease using and return to Dalton Public Schools, any personal property or Materials, whether tangible or intangible, provided by Dalton Public Schools to the Vendor;
- (iii) Comply with Dalton Public School's instructions for the timely transfer of any active Files and work product produced by the Vendor under the Contract;
- (iv) Cooperate in good faith with the School Food Authority, 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 Dalton Public Schools any payments made by Dalton Public Schools for goods and services that were not delivered or rendered by the Vendor.

## **7. Clean Air/Clean Water Statement**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify Dalton Public Schools 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.

## **6. Civil Rights Statement**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720- 5964 (voice and TDD). USDA is an equal opportunity provider and employer.

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

## **8. Record Retention and Access Clause**

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

the Dalton Public School's Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

#### **9. Equal Employment Opportunity Compliance Statement**

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

#### **10. 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).

#### **11. Potential Small Business, Minority, and Women's Business Enterprise – CFR7-3016.36-e**

It is the intent of Dalton Public Schools to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

#### **12. Non Collusion**

The bidder, by affixing their signature to this solicitation, certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. The bidder understands that collusive bidding is a violation of federal, state, and local laws and can result in fines, prison sentences, and civil damage awards. The bidder agrees to abide by all conditions of this bid, and certifies they are authorized to sign this bid.

#### **13. Vendor must comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs – 7 CFR Part 3015 to CFR Parts 3016 and 3019.**

This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the state of Georgia. State Sales and Use Tax Certification of Exemption forms will be issued upon request.

#### **14. Lobbying (over 100K) – CFR 7.3018**

All applicable Solicitations must include both Certification and Disclosure Statement.  
(See Appendix for Sample)

#### **16. Protest Procedures**

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to Wimberly Brackett, School Nutrition Director, Dalton Public Schools; 412 S. Hamilton St Dalton, GA 30720 as the acting protest

official of the Dalton Public Schools, Fresh Produce Bid. The protest shall be filed no later than ten (10) days from the award notice and shall include:

- (i) The name, address, and telephone number of the protester;
- (ii) The signature of the protester or an authorized representative of the protester;
- (iii) Identification of the purchasing agency and the solicitation or contract number;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest.

**17. Force Majeure (Force of Nature)**

If Dalton Public Schools, in its reasonable discretion, determines that the Force Majeure event is likely to delay Vendor’s performance for more than thirty (30) days, Dalton Public Schools 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 Dalton Public School’s obligation to pay the Vendor for work already completed by the Vendor and the Vendor’s warranty for work already completed.

**18. Evidence of Insurance**

a) The successful company, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB 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

**XI. PROPASAL RESPONSE FORM**

**DALTON PUBLIC SCHOOLS  
PRODUCE**

We have carefully examined and agree to abide by the general terms and conditions and related documents in furnishing to the Dalton Public Schools Board of Education INVITATION TO BID ON FRESH PRODUCE RFP-18.

We propose to enter into a contract to furnish and deliver the items as specified at vendor's cost plus a fixed rate fee of \$\_\_\_\_\_ per case for weekly deliveries and \$\_\_\_\_\_ per case for bi-weekly (2 times per week) deliveries (Please do not use percentage) the period stipulated.

Termination of this contract will be immediate if the contractor fails to meet the requirements established herein. Any other termination shall be accepted only upon the written agreement of both parties.

It is understood that the items in this bid are to be delivered to three sites total which consists of five schools throughout the system.

It is understood that the School Nutrition Program Director or designee may inspect the invoices, canceled checks or paid receipts of the vendor whenever desired.

Please sign and return this page.

---

Signature of Representative

---

Name of Company

---

Address

---

City, State, Zip Code

---

Telephone

---

Email address

---

Date

## **XII. RESPONDENT INFORMATION**

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**DALTON PUBLIC SCHOOL SYSTEM**  
DALTON, GEORGIA  
BUSINESS SERVICES OFFICE

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
ACT  
OCGA 13-10-91**

**TO ALL PROSPECTIVE RESPONDENTS:**

If you are providing service, performing work or delivering goods to the Dalton Public Schools including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid proposal. Failure to provide this document with your bid proposal will result in the disqualification of the proposal.

- 1) The Dalton Public Schools shall comply with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-91 et. seq.,
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-91 et. seq., the **Respondent must initial** one of the sections below:

*Initial here - \_\_\_\_\_* Respondent has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor as set forth as Rule 300-10-1-.01 et. seq.

**OR**

*Initial here - \_\_\_\_\_* Respondent represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-91 et. seq. and thus does not have to comply with the foregoing Georgia law.

- 3) *In the event that the respondent employs or contracts with any subrespondent in connection with a covered contract the respondent will secure from the subrespondent attestation of the subrespondent's compliance with O.C.G.A. 13-10-91 et seq. and Georgia Department of Labor Rule 300-10-1-.02 by the subrespondent's execution of the subrespondent affidavit shown in Georgia Department of Labor Rule 300-10-1-.02 or a substantially similar affidavit.*
- 4) Respondent agrees that, in the event the (insert your company's name) \_\_\_\_\_ employs or contracts with any subrespondent in connection with the covered contract under O.C.G.A. 13-10-91 and DOL Rule 300-10-1-.02, that the (insert company's name) \_\_\_\_\_

will secure from each subrespondent the employee-number applicable to the



subrespondent.

- 5) Respondent agrees to provide Dalton Public Schools with all affidavits of compliance as required by O.C.G.A. 13-10-91 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Firm Name:  
\_\_\_\_\_

Street Address:  
\_\_\_\_\_

City, State, Zip Code:  
\_\_\_\_\_

Telephone Number:  
\_\_\_\_\_

Email Address:  
\_\_\_\_\_

**DALTON PUBLIC SCHOOL SYSTEM**  
DALTON, GEORGIA

BUSINESS SERVICES OFFICE

**RESPONDENT AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned respondent verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Dalton Public Schools has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subrespondent(s) in connection with the physical performance of services pursuant to this contract with the Dalton Public Schools, respondent will secure from such subrespondent(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subrespondent Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Respondent further agrees to maintain records of such compliance and provide a copy of each such verification to Dalton Public Schools at the time the subrespondent(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program \*User Identification Number

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
By: Authorized Officer or Agent  
Respondent

\_\_\_\_\_  
Title of Authorized Officer/Agent of

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

**SUBSCRIBED AND SWORN BEFORE ME ON THIS**

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**CONTRACT AGREEMENT  
TO PROVIDE FRESH PRODUCE  
TO DALTON PUBLIC SCHOOLS FOR THE 2018–2019 SCHOOL YEAR**

As representative of (Company Name) \_\_\_\_\_ I have carefully examined and fully understand the General Terms and Conditions for supplying Fresh Produce to Dalton Public Schools.

I do solemnly affirm that all products represented by my signature on this document comply with and meet or exceed in every respect, the conditions and specifications outlined in this proposal. In addition, I, nor the firm, corporation or partnership represented by my signature on this proposal, nor anyone acting for any such firm, corporation or partnership have communicated directly or indirectly concerning this proposal to any competitor or any other person engaged in such line of business, nor have I entered into collusion with other prospective respondents in restraint of freedom of competition by agreeing to quote a fixed price or to refrain from proposing or otherwise.

I fully understand that the company represented by my signature will be responsible to furnish and deliver all products awarded by Dalton Public Schools from this proposal to the designated locations, during the 2018-2019 school year, at the proposal price:

Market Cost plus a Fixed Fee for the following items:

- Propose your fixed fee by unit of item. (Please Note: The Respondents Fixed Fee will be added to the respondents net cost of each item not to exceed the price shown in the Wednesday USDA Market for Atlanta report published each week prior to delivery).
- All invoices and records as required by Dalton Public Schools will be made available for audit as specified.
- Thirty days written notice will be provided to Dalton Public Schools in the event this contract must be terminated. In addition, it is understood that termination of this contract will be immediate by Dalton Public Schools if failure to meet the General Terms and conditions as stated in the Invitation to Bid occurs.
- The prices quoted on this proposal are firm through this proposal period of July 1, 2018 – July 30, 2019. It is understood that Dalton Public Schools reserves the option to renew this bid annually (initial proposal year plus 4 years) if it is agreeable to both parties.

Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(Use Ink)*

Representative's Name  
and Title *(Use Ink)* \_\_\_\_\_

Respondent Name \_\_\_\_\_

Respondent Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**DALTON PUBLIC SCHOOLS**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**Debarred, Suspended, and Ineligible Status**

- (1) Respondent certifies that the Respondent and/or any of its subrespondents have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the SFA or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R.Ch.1 Subpart 9.4. Respondent will immediately notify the School Food Authority if Respondent is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Respondents by a federal entity.

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Organization Name

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Names(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

**XIII.**  
**REFERENCE SHEET**

Must be completed by all firms and returned with the Request for Proposal response. References must be from customers (at least three (3) public school systems in Georgia) for whom your firm has provided a similar scope of work during the past twenty-four months.

1. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed
  
2. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed
  
3. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed
  
4. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed
  
5. \_\_\_\_\_  
Company Telephone Number/Name of Contact Person  
\_\_\_\_\_  
Address, City, State, Zip Code  
\_\_\_\_\_  
Scope of Work Completed

**XIV.**  
**RFP CHECKLIST**

**RESPONDENT'S CHECKLIST**

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

SUBMITTAL NO.: \_\_\_\_\_

**PROPOSAL SUBMISSION**

By submitting a response to this RFP, the respondent is acknowledging that the respondent:

- Has read the information and instructions,
- Agrees to comply with the information and instructions contained herein.
- Agrees to send 1 original and 2 copies

All proposals shall be placed in a sealed envelope, and will consist of a technical and a cost proposal which is to be separated in inner envelopes. The front of the envelope shall be clearly labeled as follows:

Dalton Public Schools  
**ATTN: Wimberly Brackett**  
**Dalton Public Schools Produce RFP #2018**  
Dalton Public School System  
412 S. Hamilton St  
Dalton, GA 30720

Submit Cost Proposal in one inner envelope.  
Submit Technical Proposal in separate inner envelope.

Checklist:

- By submitting a response to this RFP, the respondent is acknowledging that the respondent:
  - Has read the information and instructions,
  - Agrees to comply with the information and instructions contained herein.
- One original and (2) copies - of all information requested have been provided.
- One original and (2) copies of the price submittal have been provided.
- The submittal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this submittal that would have the submittal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.

- We are HACCP certified.
- Circle how orders can be sent: electronic from website, email, fax.
- We have refrigerated trucks with a separate unrefrigerated section.
- We agree to source and provide local farm to school produce as an option, local meaning Georgia or states that touch Georgia.

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TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

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SIGNATURE OF PERSON COMPLETING CHECKLIST

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DATE

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(COMPANY FEDERAL ID NUMBER)

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(COMPANY E-MAIL ADDRESS)

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(COMPANY NAME)

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE SUBMITTAL  
RETURN WITH SUBMITTAL**