

**Dalton Public Schools (DPS)**  
**Food and Nutrition Service Program**

**Dalton Public Schools**  
**School Nutrition Department**  
**Wimberly Brackett, School Nutrition Director**  
**412 S. Hamilton St**  
**Dalton, GA 30720**

**Request for Proposal (RFP)**  
**for**  
**TEMPORARY STAFFING SERVICES FOR**  
**Dalton Public Schools**  
**School Nutrition Program**

Issued on: May 14, 2018

Bid Due Date: (May 23rd, 2018)

## Section I

# REQUEST FOR PROPOSAL TEMPORARY STAFFING SERVICES DALTON PUBLIC SCHOOLS

**Date:** May 14, 2018

**Title:** TEMPORARY STAFFING SERVICES

**To:** All Vendors

**Announcement:** Dalton Public Schools is soliciting a request for proposals for a Temporary Staffing Service to provide hourly employees for the School Nutrition Program.

**Contract Term:** The resulting contract for this solicitation will be for 1 initial term from the date of contract signatures to the end of the current fiscal year 6/30/2019. There will be 4 options to renew at same terms, conditions and cost for one year terms each with mutual agreement between SFA and Contractor.

**Submission Procedures:** Sealed RFP proposals will be received subject to the terms of the solicitation, at the office of: **Dalton Public Schools, Director of Nutrition, Wimberly Brackett, 412 S. Hamilton St. Dalton, GA 30720.** The solicitation can be found at [www.daltonpublicschools.com](http://www.daltonpublicschools.com) or you may request that a paper copy be mailed to you by contacting: Wimberly Brackett at (706) 876-4078.

RFP's must be submitted on the Price Quote forms furnished with this document and the Price Quote forms must be completed in their entirety. Each vendor is required to furnish all information requested in the Invitation for RFP. The original and one copy of the RFP must be submitted in a sealed envelope marked **Dalton Public Schools Temporary Staffing Services RFP by 1:00 p.m on Tuesday, May 23, 2018, at the location listed above.**

**RFP Opening:** RFP's will be opened on May 24, 2018 at 1:00p.m.. RFP will be opened at Dalton Public Schools, 412 S. Hamilton St. Dalton, GA 30720 Faxed RFP's will not be accepted. **RFP's received late will not be considered.**

**Contact Info:** Wimberly Brackett [Wimberly.brackett@dalton.k12.ga.us](mailto:Wimberly.brackett@dalton.k12.ga.us) 706-876-4078

## Cost Proposal

Dalton Public Schools / School Nutrition Program intends to award this contract to the firm that it considers will provide the best overall program services. Dalton Public Schools / School Nutrition Program reserves the right to accept other than the lowest bid and to reject any proposals that are not responsive to this request. Please provide a price proposal in a sealed envelope that includes hourly rates for the services described in

the Scope of Work. Please use the enclosed "Cost Sheet" to respond with your cost. These rates will be calculated as a (%) percentage rate added onto/and above the hourly rate agreed upon by Dalton Public Schools - School Nutrition Program.

Your interest and participation are solicited and appreciated.

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.”

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## Section II

### General Terms and Conditions

#### 1 **Debarment and Suspension Verification (7CFR 3017)**

By signing this agreement, the bidder is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusion with the U.S. Department of Agriculture. All responses will be verified.

#### 2 **Economic Price Adjustment:** All prices offered shall be firm against any increase from the effective date of the contract for 12 months.

#### 3 **Contract Term**

The contract between DPS and the Vendor shall begin and end on the dates specified in the Invitation for RFP, unless terminated earlier in accordance with the applicable Terms and Conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution.

#### 4 **Non-Performance or/and Termination Clauses**

**a. Immediate Termination.** This contract will terminate immediately and absolutely if DPS determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DPS cannot fulfill its obligations under the contract, which determination is the DPS's sole discretion and shall be conclusive. Further, the DPS 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) DPS 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 DPS 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 DPS'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) DPS 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, state or local law including bankruptcy laws; the vendor terminates or suspends its business; or DPS 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, or local laws, rules, ordinances, DPS regulations and orders when performing within the scope of the contract;
- (vi) The vendor has engaged in conduct that has or may expose DPS to liability, as determined by DPS and is at DPS's sole discretion; or
- (vii) The vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of DPS, or a third party.

**c. Notice of Default**

If there is a default event caused by the vendor, DPS shall provide written notice to the vendor requesting that the breach or noncompliance be remedied within the period of time specified in DPS's written notice to the vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, DPS 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, DPS 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 DPS 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 DPS; DPS 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 purchasing district is obligated to pay pursuant to the contract. 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 DPS under the contract in event of

termination. Dalton Public Schools / School Nutrition Program 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 / School Nutrition Program , 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 Dalton Public Schools / School Nutrition Program may require;
- (ii) Immediately cease using and return to Dalton Public Schools / School Nutrition Program , any personal property or materials, whether tangible or intangible, provided by Dalton Public Schools / School Nutrition Program to the vendor;
- (iii) Comply with Dalton Public Schools / School Nutrition Program 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 Dalton Public Schools / School Nutrition Program 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 / School Nutrition Program any payments made by Dalton Public Schools / School Nutrition Program for goods and services that were not delivered or rendered by the vendor.

**5 Clean Air/Clean Water Statement**

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

**Compliance with Federal Clean Water Act – Section 508** –(33 U.S.C. 1368) and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15) (for contracts, subcontracts, and sub grants of amounts in excess of \$100,000)

**6 Civil Rights Statement**

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance



program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.”

### **Record retention requirement (5 years per Sec. Of State)**

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 Dalton Public Schools / 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 Dalton Public Schools / School Nutrition Program or any authorized representative of Dalton Public Schools / School Nutrition Program, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of DPS 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 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, DPS 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.

### **7 Equal Employment Opportunity Compliance Statement (\$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, religion, 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”.

### **8 Energy Efficiency-CFR7-3016.36(e)**

All vendors must comply with the 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 (Pub L, 94163, 89 Stat 871).

**9 Potential Small Business, Minority, and Women’s Business Enterprise – CFR7-3016.36-e**

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

**10 Non Collusion**

The bidder, by affixing their signature to this solicitation, certifies that this RFP is made without prior understanding, agreement or connection with any corporation, firm or person submitting a RFP 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.

**11 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.

**12 Lobbying (over 100K) – CFR 7.3018**

All applicable solicitations must include both Certification and the Disclosure Statement. (See Appendix for sample.)

**13 Protest Procedures**

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

**14 Force Majeure (Force of Nature)**

If Dalton Public Schools / School Nutrition Program , in its reasonable discretion, determines that the Force Majeure event is likely to delay vendor’s performance for more than 12 months, Dalton Public Schools / School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the Dalton Public

Schools / School Nutrition Program obligation to pay the vendor for work already completed by the vendor and the vendor’s warranty for work already completed.

**15 Insurance Requirements:** The vendor shall provide and maintain during the entire period of performance under this contract, the following minimum insurance:

Coverage	
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

### Section III

## Special Terms and Conditions

**Dalton Public Schools is seeking a temporary placement, staffing company to provide temporary employees to work within the school nutrition program.**

**The following is required:**

1. The awarded company will provide services between the hours of 6:00 a.m. and 3:00 p.m. weekdays (Monday - Friday); as well as after hours as directed. This agreement includes **(9)** kitchen locations for the Dalton Public Schools District:

School	Phone
Brookwood 501 Central Ave. Dalton, GA 30720	(706) 876-4255
City Park 405 School Street Dalton, GA 30720	(706) 876-4516
Westwood 708 Trammel Street Dalton, GA 30720	(706) 876-4473
Dalton High 1500 Manly Street Dalton, GA 30720	(706) 876-4927
Blue Ridge 100 South Bogle Street Dalton, GA 30721	(706) 876-4104
MIHS 104 Fort Hill Terrace Dalton, GA 30721	(706) 876-4196
Roan Street 1116 Roan Street Dalton, GA 30721	(706) 876-4414
Park Creek 1500 Hale Bowen Drive Dalton, GA 30720	(706) 876-4295
Dalton Middle 1250 Cross Plains Trail Dalton, GA 30720	(706) 876-4678

2. Each submitting company must provide documentation of current state of Georgia licensing, proof of insurance to include general liability and workers compensation.
3. Each submitting company shall have 5+ years in school nutrition experience in a Georgia school district.
4. The agreement will begin on the date all signatures are obtained and terminate at the end of this fiscal year, June 30<sup>th</sup>, 2019. At which time, the district may choose to continue the RFP price with the awarded company for up to an additional five years.
5. Prices will remain firm for the duration of the time period. No mileage charge will be allowed in the term of the quote period.
6. The school system should be billed on a weekly basis by school showing time log for each supplied substitute worker.
7. Each individual cost center is to be billed separately.
8. **All billing is to be sent to:** Dalton Public Schools  
School Nutrition Program  
412 S. Hamilton St  
Dalton, GA 30720

Invoices to be emailed to: [wimberly.brackett@dalton.k12.ga.us](mailto:wimberly.brackett@dalton.k12.ga.us)

9. Uniforms assigned and/or approved by Dalton Public Schools/School Nutrition Program must be worn by all temporary workers, no jeans. No tattoos, facial piercings or unnatural hair color are allowed, or must be covered while on duty.
10. All temporary workers must be able to read and speak English.
11. Training classes are to be managed by the awarded company.
12. Each supplied worker must complete a Food Service Safety Training.
13. Background checks and fingerprinting must be completed before the first day of work.
14. On call service must be available by 7:00 a.m. weekdays.
15. School nutrition subs are to be directly supervised by the Dalton Public Schools – School Nutrition staff.
16. Vendor must have local offices, within 30 miles of Dalton/Whitfield County.

**17.** All subs must comply with the Dalton Public Schools Drug and Tobacco free environment. If Dalton Public Schools feels a drug test of a substitute is warranted, this must be done in a 60 minute time frame. Vendor must be present on site within an hour to facilitate the drug testing.

**18.** Dalton Public Schools will have the opportunity to hire/employ temporary staff after working **(520)** hours with staffing agency.

**19.** The awarded company should have a minimum of 5 years prior experience with Georgia educational/school nutrition staffing, providing **(3)** references of this type.

## Dalton Public Schools (DPS) – Contract Agreement

**THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND RETURNED WITH THE RFP.**

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents, in providing Temporary Placement Services to the Dalton Public Schools/School Nutrition Program, and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by Dalton Public Schools/ Nutrition Program. In the event vendors fail to comply, they will be removed from the vendor list.

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Company Name	Representative’s signature (must be signed in ink)
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Address	Representative’s Name (please print or type)
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City, State, and Zip Code	Email Address
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Date	Telephone Number and Extension
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	Fax Number
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**PRICES MUST REMAIN FIRM FROM DATE OF AWARD FOR 12 MONTHS.**

Signing the Contract Agreement affirms that the original Invitation to Bid has not been altered in any way.

**Appendix B**

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>                  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p><b>11. 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.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>  <b>Standard Form - LLL (Rev. 7-97)</b></p>	



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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 subawardee, e.g., the first subawardee 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 "Subawardee," 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 Bid (IFB) 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.

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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.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by  
OMB

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Empty reporting area for disclosure of lobbying activities.

## DALTON PUBLIC SCHOOLS

*Wimberly Brackett, Director of School Nutrition*

412 S. Hamilton St. Dalton, GA 30720

706-876-4078

### VENDOR INFORMATION FORM

<b>Company or Business Name:</b>
<i>(Refer to instructions on the bottom of page.)</i>
<b>Individual Name:</b>
<b>Federal ID or Social Security Number:</b>
<i>(Please use 9 digit standard format: FEIN XX-XXXXXXX or SSN XXX-XX-XXXX)</i>

<b>PURCHASE ORDER MAILING ADDRESS and CONTACT INFORMATION:</b>
Street address: City:
Phone:
Contact Name: E-Mail Address:
Contact Name: E-Mail Address:
Account/Contract #:
State:
Zip Code:
Cell Phone:
Fax:
Web Site:
Discount
Shipping Terms

<b>REMITTANCE ADDRESS and CONTACT INFORMATION (if different from address listed above)</b>
Street address:
<i>include building/suite number</i>
City: State: Zip Code:
Phone: Fax: Contact:
Doing Business As: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Educational <input type="checkbox"/> Governmental <input type="checkbox"/> US Citizen/Resident <input type="checkbox"/> Non-Resident Alien <input type="checkbox"/> Other

**INSTRUCTIONS**

- *Sole Proprietors* : Must enter your individual name (as shown on your social security card) on the Individual Name line. You may enter your business or "doing business as" name on the Business Name line. For the Taxpayer Identification Number, enter either your Social Security Number or the Federal Employer Identification Number of the business.
  
- *Business Name* : Enter the name of the entity as it is listed with the IRS on the Form SS-R, Application for Employer Identification Number. This name should be consistent with the name used on tax returns.

Dalton Public Schools / School Nutrition Staffing RFP

<b>VENDOR</b>
How long have you been in business?
Do you currently do business with Dalton Public Schools? In what capacity?
List other school systems you currently service

<b>CONFLICT OF INTEREST POLICY</b>
Does any Officer, Director, Owner or Partner in this company have a relationship with the Dalton Public Schools? <input type="radio"/> YES <input type="radio"/> NO
The types of relationships include: 1. A spouse/partner or minor child is employed by Dalton Public Schools. 2. A financial relationship with a Dalton Public Schools employee. 3. A personal relationship with a Dalton Public Schools employee.
If yes, please state the NAME and RELATIONSHIP to individual:
Does any Officer, Director, Owner or Partner in this company hold a position at Dalton Public Schools in a department or school? <input type="radio"/> YES <input type="radio"/> NO If yes, please state the NAME and RELATIONSHIP to individual:

**VENDOR APPLICATION VERIFICATION**

*The undersigned certifies that the information contained herein is correct. I understand that misrepresentation may be cause for removal from the qualified vendor list and any other penalties allowed by law. Further, I affirm that this company's employment practices do not discriminate because of age, race, creed, color, sex, national origin, religion, or disability.*

*I also understand that Dalton Public Schools is on a Net 30 day payment schedule and that payment will not be made until 30 days after the date of invoice and/or receipt or completion of goods and services.*

*Typing/signing your name certifies information is correct.*

<b>VENDOR SIGNATURE</b>		
<b>TITLE</b>	<b>PHONE</b>	<b>DATE</b>

**Dalton Public Schools SCHOOL SYSTEM**

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

TO ALL PROSPECTIVE VENDORS:

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) 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 **Contractor must initial one** of the sections below:

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

Dalton Public Schools / School Nutrition Staffing RFP

connection with the covered contract under O.C.G.A. 13-10-91 and DOL Rule 300-10-1-.02, that (insert company's name) \_\_\_\_\_ will secure from each subcontractor the employee-number applicable to the subcontractor.

- 5) Contractor 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.

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Signature

Date

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

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

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

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

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

Dalton Public Schools / School Nutrition Staffing RFP

**DALTON PUBLIC SCHOOLS**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is 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 subcontractor(s) in connection with the physical performance of services pursuant to this contract with Dalton Public Schools, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Dalton Public Schools at the time the subcontractor(s) is retained to perform such service.

Everify Number(EEV)	Contractor Name
Authorized Officer/Agent	Title of Authorized Officer/Agent
Printed Name of Authorized Officer/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).

**DALTON PUBLIC SCHOOLS**  
**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (contractor's name) \_\_\_\_\_ on behalf of the 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.

E-verify Number(EEV)	Subcontractor Name
Authorized Officer/Agent	Title of Authorized Officer/Agent of Sub
Printed Name of Authorized Officer/Agent	Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS

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

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

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

\_\_\_\_\_  
Date

\* 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).



DPS REFERENCE SHEET

Must be completed by all firms and returned with the RFP 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/School System

\_\_\_\_\_

Telephone Number/Name of Contact Person

\_\_\_\_\_

Address            City                            State                            Zip Code

Scope of Work Completed \_\_\_\_\_

2. \_\_\_\_\_

Company/School System

\_\_\_\_\_

Telephone Number/Name of Contact Person

\_\_\_\_\_

Address            City                            State                            Zip Code

Scope of Work Completed \_\_\_\_\_

3. \_\_\_\_\_

Company/School System

\_\_\_\_\_

Telephone Number/Name of Contact Person

\_\_\_\_\_

Address            City                            State                            Zip Code

Scope of Work Completed \_\_\_\_\_

**RFP RESPONSE FORM**

**Temporary Placement Services**

**Dalton Public Schools /School Nutrition Program**

We propose to furnish all services named in the attached RFP for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP. We further agree to strictly abide by all specifications, terms and conditions contained in the RFP, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal. It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Dalton Public Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Dalton Public Schools. It is understood and agreed that we have read Dalton Public School's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this bid/proposal meet or exceed any and all such Dalton Public School's specifications. We further agree, if awarded a contract, to deliver services that meet or exceed the specification.

It is understood and agreed that this proposal shall be valid and held open for a period of twelve (12) months from bid/proposal acceptance and/or signing date.

**Proposed (%) percentage and/or rate to provide temporary/hourly labor/staffing to Dalton Public Schools/School Nutrition program:**

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**Please provide written explanation of proposed fee schedule:**

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Vendor Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name

\_\_\_\_\_ Date \_\_\_\_\_

**PROPOSAL SIGNATURE AND CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, Contractor, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand 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 the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et.seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_

Print/Type Name

Company Name \_\_\_\_\_

Print/Type Name

Date \_\_\_\_\_

