

Murray County Schools
Request for Proposal (RFP)
for
Staffing Services For
Murray County School Nutrition Program

Issued on: (April 6, 2022)

Bid Due Date: (May 5, 2022)

Section I

REQUEST FOR PROPOSAL

STAFFING SERVICES

MURRAY COUNTY SCHOOL NUTRITION PROGRAM

Date: Apr 6, 2022

Title: STAFFING SERVICES

To: All Vendors

Announcement: Murray County Schools is soliciting a request for proposals for Staffing Service to provide hourly employees for the School Nutrition Program. Murray County Nutrition Program currently uses a staffing service for approximately 250 hours daily for the 160 school days and approximately 50 hours daily in summer months. There is a potential additional 20 days for a total of 180 school days to the school calendar starting with SY24 and years beyond.

Contract Term: The resulting contract for this solicitation will be for 1 initial term from July 1, 2022 through June 30, 2023. 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 proposals will be received subject to the terms of the solicitation, at the office of: **Murray County School Nutrition Department**. The solicitation can be found at www.murray.k12.ga.us or on the Georgia Procurement Registry at <https://ssl.doas.state.ga.us/gpr/> or you may request that a paper copy be mailed to you by contacting: **Amanda Ridley, 715 W. Chestnut Street, Chatsworth, GA 30705** amanda.ridley@murray.k12.ga.us. Proposals must be submitted on the Response forms furnished with this document and the Attachment forms must be completed in their entirety. Each vendor is required to furnish all information requested in the RFP. The original and one copy of the Proposal must be submitted in a sealed envelope marked **"RFP 2022-7 Murray County School Nutrition Program Staffing Services"** by **1:00 p.m. on Thursday, May 5, 2022 at the location listed above. RFP's received late will not be considered.**

Proposals will be opened on Thursday May 5, 2022, at 1:30 pm at the location listed above.

Cost Proposal: Murray County Schools intends to award this contract to the firm that it considers will provide the best overall program services. Firms are advised that the selection process will include an evaluation of many variables in addition to the price charged in order to make the appropriate service provider selection. Murray County Schools reserves the right to accept other than the lowest bid and to reject any proposals that are not responsive to this request.

Your interest and participation are solicited and appreciated.

This institution is an equal opportunity provider.

USDA Nondiscrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

02/06/2020

Table of Contents

Section I – Invitation for RFP.....	2
Section II – General Terms and Conditions.....	5
Section III – Special Terms and Conditions.....	18
Section IV – Attachments	
Attachment A – Contract Agreement.....	20
Attachment B – Lobbying Certificate.....	21
Attachment C – Vendor Information Form.....	24
Attachment D – Debarment and Suspension Form.....	26
Attachment E - Contractor Affidavit Form.....	28
Attachment F – Subcontractor Affidavit Form.....	29
Attachment G – MCS Reference Form.....	30

Attachment H - Proposal Evaluation
Form.....31

Attachment I – RFP Response
Form.....32

Attachment J —Job
Description.....34

Section II

General Terms and Conditions

1. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

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

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

By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. **Economic Price Adjustment:** All prices offered shall be firm against any increase from the effective date of the contract for 12 calendar months, if acceptable to both parties.

3. **Contract Term**

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

4. **Remedy for Non-Performance or/and Termination Clauses**

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

c. Notice of Default

If there is a default event caused by the vendor, MCS shall provide written notice to the vendor requesting that the breach or noncompliance be remedied within the period of time specified in MCS's written notice to the vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, MCS 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, MCS 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 MCS up to and including the date of termination.

e. Termination Due to Change in Law. The County/City SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:

- (i) The County/City SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the County/City SFA; and/or
- (ii) The County/City SFA's duties are substantially modified.

f. Payment Limitation in Event of Termination

In the event of termination of the contract for any reason by MCS; MCS 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 MCS under the contract in event of termination. Murray County 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.

g. The Vendor's Termination Duties

Upon receipt of notice of termination or upon request of Murray County 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 Murray County Schools may require;
- (ii) Immediately cease using and return to Murray County Schools, any personal property or materials, whether tangible or intangible, provided by Murray County Schools to the vendor;
- (iii) Comply with Murray County School 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 Murray County Schools 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 Murray County Schools any payments made by Murray County Schools for goods and services that were not delivered or rendered by the vendor.

5. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$150k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean

Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. CIVIL RIGHTS STATEMENT AND ASSURANCE

Murray County Schools hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 168
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases

apply to all programs).

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

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

Signature: _____

Title: _____

Printed Name: _____

7. 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 Murray County Schools 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 Murray County Schools or any authorized representative of Murray County Schools, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of MCS 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, MCS 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.

8. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

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

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

9. 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).

10. HUB (Historically Underutilized Business) STATEMENT

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

Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, sealed bids, proposals, or noncompetitive procurement

(2 CFR 200.321). Positive efforts include:

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

11. NON-COLLUSION STATEMENT

"I certify 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. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect." See Attachment I

12. CODE OF CONDUCT

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

- The employee, office, or agent;
- Any member of his/her immediate family;

- His or her partner;
- An organization which employs or is about to employ one of the above.

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

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 CERTIFICATE (for bids over \$100k)

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

15. Protest Procedures

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to, as the acting protest official of Murray County Schools. 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.

16. Force Majeure (Force of Nature)

If Murray County Schools, in its reasonable discretion, determines that the Force Majeure event is likely to delay vendor’s performance for more than 12 months, Murray County 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 the Murray County Schools obligation to pay the vendor for work already completed by the vendor and the vendor’s warranty for work already completed.

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

Coverage	
Limits of Liability	
Workmen’s Compensation	Statutory
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Murray County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the School Nutrition Program. Such certificate shall be issued to Murray County Board of Education, School Nutrition Program.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

18. DUTY TO EXAMINE

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

19. ADDITIONAL BID INSTRUCTIONS

- a) **Bid modifications:** Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal:** Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition SFA before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Addendum:** If clarification of the specifications/instructions is required the request shall be made in writing no later than the time and date specified on the Invitation for Bid Timeline. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of bid opening.

d) Bid examination

- i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed and dated, may be rejected as non-conforming.
- ii) The School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
- iii) The School Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by the School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.
- v) Any Bidder who has demonstrated and documented poor performance during a current or previous agreement, within the last 3 years, with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the School Nutrition Program.

20. WAIVER AND REJECTION RIGHTS

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

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

21. PROPRIETARY INFORMATION

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

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

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

23. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

[Appendix II to 2 CFR200(f) (if applicable)]

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Section III

Special Terms and Conditions

Murray County School Nutrition Program 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 **12** school locations, as well as, the central office location of the School Nutrition Department.
- 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 been in business for five or more years.
- 4.** The agreement will begin upon Board of Education approval, July 1, 2022 and will terminate at the end of the contract term, June 30, 2023. At which time, the district may choose to continue the RFP price with the awarded company for up to an additional four 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.

Murray County Schools Staffing RFP

- 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 the appropriate department.
- 9.** Uniforms assigned and/or approved by Murray County Schools 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, speak English.
- 11.** Training classes are to be managed by the awarded company.
- 12.** Each supplied worker must complete department specific Safety and/or Education Training.
- 13.** Background checks and fingerprinting must be completed before the first day of work and is the responsibility of the awarded company.
- 14.** On-call service must be available by 6:00 a.m. weekdays.
- 15.** All temporary workers are to be directly supervised by the Murray County Schools staff.
- 16.** All temporary workers must comply with the Murray County Schools Drug and Tobacco free environment.
- 17.** Murray County Schools will have the opportunity to hire/employ temporary staff after working (720) hours with staffing agency.
- 18.** The awarded company should have prior experience with educational staffing, providing (3) references. One reference must include a school nutrition program of similar size to MCS.

Attachment A
Murray County Schools (MCS) – 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 Murray County 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 Murray County Schools. In the event vendors fail to comply, they will be removed from the vendor list.

Company Name

Representative's signature
(must be signed in ink)

Address

Representative's Name
(please print or type)

Murray County Schools Staffing RFP

City, State, and Zip Code

Email Address

Date

Telephone Number and Extension

Fax Number

PRICES MUST REMAIN FIRM FROM DATE OF AWARD FOR 12 MONTHS.

Signing the Contract Agreement affirms that the original proposal has not been altered in any way.

Attachment B

LOBBYING FORM & DISCLOSURE
Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a) Contract b) Grant c) cooperative agreement d) loan e) loan guarantee f) loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a) bid/offer/application b) initial award c) post-award <p>3. Report Type:</p> <ul style="list-style-type: none"> a) initial filing b) material change <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ____ Prime ____ Sub awardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>

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

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

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

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.

Attachment C

Murray County Schools
VENDOR INFORMATION FORM

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

PURCHASE ORDER MAILING ADDRESS and CONTACT INFORMATION:
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

REMITTANCE ADDRESS and CONTACT INFORMATION (if different from address listed above)
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.

Murray County Schools Staffing RFP

VENDOR
How long have you been in business?
Do you currently do business with Murray County Schools? In what capacity?
List other school systems you currently service

CONFLICT OF INTEREST POLICY
Does any Officer, Director, Owner or Partner in this company have a relationship with the Murray County Schools? <input type="radio"/> YES <input type="radio"/> NO
The types of relationships include: 1. A spouse/partner or minor child is employed by Murray County Schools. 2. A financial relationship with a Murray County Schools employees. 3. A personal relationship with a Murray County 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 Murray County 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 Murray County 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.

VENDOR SIGNATURE		
TITLE	PHONE	DATE

This form is available electronically. Attachment D

OMB Control No. 0505-0027

Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

AD-1048

Lower Tier Covered Transactions

<p>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.</p> <p>According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.</p>	
<p><i>(Read instructions on page two before completing certification.)</i></p>	
<p>A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;</p> <p>B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
<p>ORGANIZATION NAME</p>	<p>PR/AWARD NUMBER OR PROJECT NAME</p>
<p>NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)</p>	
<p>SIGNATURE(S)</p>	<p>DATE</p>

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

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

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

Instructions for Certification

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

Attachment E

MURRAY COUNTY 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 Murray County 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 Murray County 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 Murray County 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).

Attachment F

MURRAY COUNTY 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 Murray County 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).

Must be completed by all firms and returned with the RFP Response Form. 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. One must include a School Nutrition Program.

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 _____

Attachment H

PROPOSAL EVALUATION

The services being sought under the RFP are considered professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the proposers, which will result in an award that is in the best interest of MCS. The proposal package will be evaluated based on the responsiveness to the criteria described below with those criteria’s values weighted as follows:

	MAXIMUM SCORE
Cost: Cost will be calculated using a weighted formula using the percent markup as listed on the Proposal Fee Schedule	40 Points
Ability to Provide Qualified Temporary Services: The service provider management plan will be evaluated in order for the selection committee to observe the manner by which the firm plans to assimilate the contract within their organizational structure as well as how the firm proposes to manage the account. This includes but is not limited to the following:	25 Points
Benefits Package: Is one provided?	5 Points
Response to Specifications: Ability to Meet Requirements: The selection committee will evaluate each firm’s ability to meet requirements set forth in the proposal.	15 Points
References: The selection committee will contact references provided by the firm and evaluate.	15 Points
GRAND TOTAL ALL PHASES	100 POINTS

Based upon the final scores, MCS reserves the right to negotiate with the selected firm(s) for rates and concessions that is in the best interest of MCS. If negotiations with the highest ranked firm(s) are unsuccessful, MCS may negotiate with the second ranked firm and so on until a satisfactory agreement has been reached and then awarded by the MCS.

A local vendor shall be given five (5) additional points, when all other factors are equal, and their pricing is within five percent (5%) of the lowest proposal. “Local” for the purposes of this policy, shall mean a provider with a recognized physical point-of-sale within 25 miles of Murray County, Georgia.

Attachment I

RFP RESPONSE FORM

Staffing Services

Murray County School District

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 Murray County Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Murray County Schools. It is understood and agreed that we have read Murray County 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 Murray County 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 Murray County Schools:

School Nutrition Food Service Worker: _____ %

Please provide written explanation of proposed fee schedule:

Murray County Schools Staffing RFP

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 _____

TITLE: Food Service Worker

Attachment J

JOB GOAL

The job of Food Service Assistant is done for the purpose/s of preparing and serving food items to students and/or school personnel as well as maintaining food service facilities in a safe and sanitary condition. This job reports to School Nutrition Manager

PERFORMANCE RESPONSIBILITIES:

1. Follows work plan and time schedule as prescribed by lunchroom manager.
2. Prepares food.
3. Assists in major cleaning as well as daily cleaning of kitchen and service areas.
4. Serves food.
5. Attends to cleanliness and orderliness of all storage areas.
6. Stores food and other related items properly
7. Operates and cleans kitchen equipment to ensure safety and sanitation.
8. Prepares, displays and stores informative and decorative items.
9. Keeps work area clean and orderly.
10. Possesses ability to lift up to 25 pounds without assistance.
11. Attends lunchroom in-service meetings.
12. Performs other miscellaneous duties as assigned by supervisor.

SKILLS are required to perform multiple, non-technical tasks using existing skills. Specific skills required to satisfactorily perform the functions of the job include: adhering to safety practices and utilizing equipment found in a school cafeteria.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; understand written procedures, write routine documents, and speak clearly; and understand multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: sanitation practices for serving foods; and basic kitchen utensils and equipment.

ABILITY is required to schedule activities; collate data; and use job-related equipment. Flexibility is required to work with others; work with data utilizing specific, defined processes; and operate equipment using standardized methods. Ability is also required to work with a wide diversity of individuals; work with specific, job-related data; and utilize a variety of job-related equipment. In working with others, some problem solving may be required to identify issues and select action

plans. Problem solving with data requires following prescribed guidelines; and problem solving with equipment is moderate. Specific abilities required to satisfactorily perform the functions of the job include: working as part of a team; adapting to changing work environment and priorities; and working with children.

WORKING ENVIRONMENT: The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; frequent climbing and balancing; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally, the job requires 10% sitting, 10% walking, and 80% standing. The job is performed under minimal temperature variations and some hazardous conditions. Experience Job related experience is desired. Education High School diploma or

MURRAY COUNTY SCHOOLS NUTRITION ADDRESS LIST

706-517-0155 **FOOD SERVICE** **Amanda Ridley, Food Service Director**

BAGLEY MIDDLE SCHOOL

4600 Hwy. 225 North
Chatsworth, GA 30705
706-695-1115
Dial ext. 5552

LUNCHROOM

email: amy.phillips@murray.k12.ga.us
Amy Phillips, Manager

CHATSWORTH ELEMENTARY

P.O. Box K/500 Green Rd.
Chatsworth, GA 30705
706-695-4144

LUNCHROOM

email: chrissie.deal@murray.k12.ga.us
Chrissie Deal, Manager

COKER ELEMENTARY

1733 Leonard Bridge Rd.
Chatsworth, GA 30705
706-695-6788

LUNCHROOM

email: pam.stines@murray.k12.ga.us
Pam Stines, Manager

ENROLLMENT & LEARNING COMPLEX

1004 Green Road
Chatsworth, GA 30705
706 695-9181

LUNCHROOM

email: charlotte.keith@murray.k12.ga.us
Charlotte Keith, Manager

ETON ELEMENTARY

829 Hwy. 286 W
Chatsworth, GA 30705

706-695-7778 **LUNCHROOM**

email: lisa.anderson@murray.k12.ga.us
Lisa Anderson, Manager

GLADDEN MIDDLE SCHOOL

700 Old Dalton-Ellijay Road
Chatsworth, GA 30705

706-517-5155 **LUNCHROOM**

email: mary.lynch@murray.k12.ga.us
Mary Lynch, Manager

PLEASANT VALLEY INNOVATIVE

273 Harris Street

Eton, GA 30724
706- 695-4536

LUNCHROOM

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Karen Kendrick, Manager

MURRAY COUNTY HIGH SCHOOL

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Chatsworth, GA 30705
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Dial ext. 6223

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Maryann Abdelrazzaq, Manager

NORTHWEST ELEMENTARY

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Amber Parker, Manager

Murray County Schools Staffing RFP

SPRING PLACE ELEMENTARY

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WOODLAWN ELEMENTARY

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706 517-5859

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Karen Kendrick, Manager

MURRAY COUNTY SCHOOLS
2022-2023 Calendar
 (Approved 1/13/22)

Monday, August 29 – Friday, September 2.....Pre-Planning for Teachers
Monday, September 5Labor Day Holiday (students and staff)
Tuesday, September 6First Day of School
Monday, October 10.....Columbus Day Holiday (students and staff)
Friday, November 11.....Student Holiday/Professional Learning Day-Staff Report
Monday – Friday, November 21 – 25Thanksgiving Holidays (students and staff)
Thursday, December 22 ½ Day Dismissal/Last Day of School before Christmas Holidays
Friday, December 23 – Thursday, January 5Christmas Holidays (students and staff)
Friday, January 6.....Student Holiday/Professional Learning Day-Staff Report
Monday, January 9First Day of School after Christmas Holidays
Monday, January 16MLK Holiday (students and staff)
Monday – Friday, February 20 – 24Mid-Winter Break (students and staff)
Monday – Friday, April 3 – April 7Spring Break (students and staff)
Friday, May 26 ½ Day Dismissal/Last Day of School
Monday, May 29Memorial Day Holiday (staff)
Tuesday - Thursday, May 30 – June 1.....Post-Planning for Teachers

Elementary Schools		
Eight Week Period Ends	Report Card Dates	i-Ready
Tuesday, November 1	Tuesday, November 8	Sept 12 – Sept 30
Friday, January 20	Friday, January 27	Jan 10 – Jan 31
Friday, March 24	Friday, March 31	Apr 4 – Apr 28
Friday, May 26	Friday, May 26	

Middle Schools		
Eight Week Period Ends	Report Card Dates	i-Ready
Tuesday, November 1	Tuesday, November 8	Sept 13 – Sept 30
Friday, January 20	Friday, January 27	Jan 10 – Jan 31
Friday, March 24	Friday, March 31	Apr 4 – Apr 28
Friday, May 26	Friday, May 26	

High School		
Semester Ends	Report Card Dates	
Friday, January 20	Friday, January 27	
Friday, May 26	Thursday, June 1	



SUBMISSION CHECKLIST

“RFP 2022-7 Murray County School Nutrition Program Staffing Services”

The following are required items. Please make sure all the following bid documents are submitted with your proposal package. If any documents are excluded, your proposal will not be considered. One (1) original and two (2) copies of the following proposal documents shall be submitted with your bid package:

- Contract Agreement
- Certificate of Liability including Workers’ Compensation
- Contractor Affidavit
- Subcontractor Affidavit
- State of Georgia Prompt Pay Act
- All Certificates, Licenses and Requirements specified in the RFP
- Proposal Response Form
- Reference Letters (3)
- Lobbying Certificate
- Debarment, Suspended, and Ineligible Status
- Vendor Information Form