



Coffee County School System

REQUEST FOR PROPOSAL RFP #: STAFFING SY25

REQUEST FOR PROPSAL Timeline	
RFP Issue Date	May 24, 2024
Final Date for Written Questions	June 10,2024
RFP Due Date and Time	June 25, 2024 at 8:00 AM
RFP Due Location	Coffee School Nutrition Office - 1214 N Peterson Ave. Suite P Douglas, GA 31533
RFP Opening Date and Time	June 25 at 8:30 AM
Bid Opening Location	Coffee School Nutrition Office
Award Date (per award letter)	June 28, 2024
Contract Start Date and End Date	July 1, 2024
Name of Awardee (completed after contract is awarded)	

RFP FOR	NAME OF SERVICE	LABEL SEALED ENVELOPE AS FOLLOWS:
	STAFFING	"STAFFING SY25"

NOTE: This is a standardized sample document, which contains basic contract requirements, however depending on the proposal, some items may not be applicable. If the bidder is in doubt or has questions regarding the language, its meaning, or intent, it is the responsibility of the bidder to seek clarification prior to submission of the proposal.



INVITATION FOR RFP

Title: STAFFING SERVICES

To: All Vendors

Announcement: Coffee County Schools is soliciting a request for proposals for Staffing Service to provide hourly employees. Currently the Coffee County School System is on a 189 day work calendar for the school year with varied summer calendar depending upon summer school and other summer services needed.

Contract Term: The resulting contract for this solicitation will be for 1 initial term from July 1, 2024 through June 30, 2025. There will be 4 options to renew at same terms, conditions and cost for one-year terms each with mutual agreement between Coffee County School System including School Nutrition and Contractor.

Submission Procedures: Sealed proposals will be received subject to the terms of the solicitation, at the office of **Coffee School Nutrition Department**. The solicitation can be found at <https://www.coffee.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: Dawn Lewis, 1214 N. Peterson Ave., Suite P, Douglas, GA 31533 and/or by email at dawn.lewis@coffee.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 STAFFING SY25 - by 8:00 AM on Tuesday, June 25, 2024 at the location listed above. RFP's received late will not be considered.**

Proposals will be opened on Tuesday, June 25, 2024 at the location listed above.

Cost Proposal: Coffee 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. Coffee 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.



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, (including gender identity and sexual orientation) 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, audiotope, 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.



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STANDARD TERMS AND CONDITIONS

This contract between the Coffee School System/CCSS/SFA and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. 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 government wide 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.

II. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

- (a) **Immediate Termination.** This contract will terminate immediately and absolutely if the Coffee CCSS/SFA determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Coffee CCSS/SFA cannot fulfill its obligations under the Contract, which
- (b) determination is at the Coffee CCSS/SFA's sole discretion and shall be conclusive. Further, the Coffee CCSS/SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Coffee CCSS/SFA determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized;

- (iii) The Vendor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.

(c) Termination for Cause. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the Coffee CCSS/SFA to declare the Vendor in default of its obligation under the Contract:

- (i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the CCSS/SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
- (ii) The CCSS/SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Vendor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Coffee CCSS/SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Vendor has engaged in conduct that has or may expose the Coffee CCSS/SFA or the State to liability, as determined in the Coffee CCSS/SFA's sole discretion; or
- (vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Coffee CCSS/SFA, the state, or a third party.

(d) Notice of Default. If there is a default event caused by the Vendor; the Coffee CCSS/SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Coffee CCSS/SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County/City CCSS/SFA may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor, and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

(e) Termination upon Notice. Following thirty (30) days' written notice, the Coffee CCSS/SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor.



Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the Coffee CCSS/SFA up to and including date of termination.

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

(g) Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the Coffee CCSS/SFA, the CCSS/SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the Coffee CCSS/SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Coffee CCSS/SFA under the Contract in the event of termination. The Coffee CCSS/SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(h) The Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the Coffee CCSS/SFA, the Vendor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Coffee CCSS/SFA may require;
- (ii) Immediately cease using and return to the Coffee CCSS/SFA, any personal property or materials, whether tangible or intangible, provided by the Coffee CCSS/SFA to the Vendor;
- (iii) Comply with the Coffee CCSS/SFA's instructions for the timely transfer of any active files and work product by the Vendor under the Contract;
- (iv) Cooperate in good faith with the Coffee CCSS/SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
- (v) Immediately return to the Coffee CCSS/SFA any payments made by the Coffee CCSS/SFA for goods and services that were not delivered or rendered by the Vendor.

III. HUB (Historically Underutilized Business) STATEMENT

It is the intent of the Coffee County Board of Education/CCSS/SFA to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, women and minority-owned business sources will not be given 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.

IV. 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.")

V. 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).

VI. 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).



VII. CIVIL RIGHTS STATEMENT AND ASSURANCE

The Coffee County School District hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the Coffee County School District agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the



nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Coffee County School District, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Coffee County School District.

Signature: _____

Title: _____

Printed Name: _____

VIII. RECORD RETENTION AND ACCESS CLAUSE

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



IX. RFP PROTEST PROCEDURES

a.) Any protest shall be in writing and shall be delivered to the Coffee County Board of Education designated Protest official Lee Mobley – Assistant Superintendent of Operations at the designated Coffee County Board of Education. A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or an authorized representative of the protestor;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
5. The form of relief requested.

b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

c) The County Board of Education shall in all instances disclose information regarding protests to State Agency.

X. 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

XI. CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses CCSS/SFA funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the Coffee County Board of Education shall participate in selection or in award or administration of a contract supported by the CCSS/SFA 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/CCSS/SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

XII. 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.

XIII. EXCEPTIONS TO TERMS AND CONDITIONS

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

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

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

AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

I. ASSIGNMENT

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

II. INDEPENDENT VENDOR AND INDEMNITY

The vendor shall act as an independent Vendor and not as an employee of the CCSS/SFA. Vendor agrees to indemnify and hold harmless the CCSS/SFA, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable



to the negligent acts of vendor, its sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this RFP.

III. TIME OF PERFORMANCE

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

IV. FORCE MAJEURE

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

V. EVIDENCE OF INSURANCE

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

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

- b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the CCSS/SFA a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Coffee County/City 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 CCSS/SFA. Such certificate shall be issued to Coffee County/City Board of Education, CCSS/SFA.



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

VI. EXCEPTIONS

An proposal submitted in response to this RFP constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this RFP, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this RFP, the Bidder must clearly identify in the RFP EXCEPTION FORM: (a) the number and title of each section of this RFP that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. See Attachment H

VII. 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.

VIII. DAVIS BACON ACT (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200(d)]

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Sub vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. If applicable only.

IX. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT [Appendix II to 2 CFR 200(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.



ATTACHMENT A

CONTRACT SIGNATURE PAGES

This agreement is dated as of _____ by and between the _____

County/City Board of Education, CCSS/SFA and _____ hereinafter called VENDOR.

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

ARTICLE 1. PRODUCTS/SERVICES

VENDOR shall provide all products as specified or indicated in the Contract Documents. Vendor shall supply and deliver specified equipment to the CCSS/SFA's school designated, if applicable to this solicitation.

ARTICLE 2. CONTRACT TIME

The food, equipment, supplies, goods or services shall be in accordance with this Agreement, and are to be completed as specified in RFP.

ARTICLE 3. CONTRACT PRICE

The CCSS/SFA shall pay VENDOR for delivery of specified goods in accordance with VENDOR'S bid, which is attached hereto. The CCSS/SFA shall pay VENDOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

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

Address: 1214 N. Peterson Ave. Suite P

City, State, Zip Code: Douglas, GA 31533

Email: dana.calhoun@coffee.k12.ga.us

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the CCSS/SFA to enter into this Agreement, VENDOR makes the following representations:

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

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



ARTICLE 6. CONTRACT DOCUMENTS

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

- Cover Page and Invitation for RFP
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A: Contract Signature Pages
- Attachment B: Subcontractor Affidavit
- Attachment C: Vendor Proposal Form
- Attachment D: School Locations
- Attachment E: Lobbying Certificate Disclosure
- Attachment F: Debarment, Suspended and Ineligible Status
- Attachment G: Anti-Collusion Affidavit
- Attachment H: Vendor Affidavit
- Attachment I: Vendor Reference Form
- Attachment J: Proposal Evaluation
- Attachment K: RFP Response Form

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

IN WITNESS WHEREOF, CCSS/SFA and VENDOR have signed this Agreement. One counterpart each has been delivered to CCSS/SFA and VENDOR.

This Agreement will be effective _____, 20__

_____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date



ATTACHMENT B

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 CCSS/SFA 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.

Reverify 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).



ATTACHMENT C

VENDOR PROPOSAL FORM

Notice to Bidders:

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

This Bid is submitted to: Coffee County Board of Education
CCSS/SFA

This RFP is submitted on this date: _____

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

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

Receipt of Addenda:

In submitting this RFP, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Bidder:

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

Lobbying Certificate Specifications Debarment Status Form Anti-Collusion Affidavit

Vendor Proposal Form Contract Signature Page

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

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture LLC

Bidder attests that:

He/she has thoroughly reviewed this RFP and that this RFP response is submitted in accordance with the RFP requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____



Signature**:
Signatory's Name:
Signatory's Title:

Witness's Signature**:
Witness's Name:
Witness's Title:

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

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



ATTACHMENT D

Coffee School System Sites

Ambrose Elementary School	Freshman Campus
3753 Vickers Crossing Rd.	1020 S. Gaskin Ave.
Ambrose , Georgia 31512	Douglas, GA 31533
(912) 389-6537	(912) 389-6689
Broxton Elementary School	Indian Creek Elementary School
410 South Alabama Street	2033 HWY 158 West
Broxton, Georgia 31519	Douglas, Georgia 31535
(912) 389-6552	(912) 389-6705
WRCCA	Nicholls Elementary School
706 W. Baker Hwy.	704 Atlantic Ave.
Douglas, Georgia 31533	Nicholls, Georgia 31554
(912) 389-6689	(912) 389-6850
Coffee High School	Satilla Elementary School
159 Trojan Way	5325 Old Axson Rd.
Douglas, Georgia 31533	Douglas, Georgia 31535
(912) 389-6583	(912) 389-6749
Coffee Middle School	West Green Elementary School
901 Hwy 206 Connector	106 School Circle Rd.
Douglas, Georgia 31533	West Green, Georgia 31567
(912) 389-6646	(912) 389-6794
Eastside Elementary School	Westside Elementary School
603 N. McDonald Ave.	1302 W. Gordon St.
Douglas, Georgia 31533	Douglas, Georgia 31533
(912) 389-6669	(912) 389-6798



ATTACHMENT E

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 <i>(if individual, last name, first name, MI):</i></p>	<p>11. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></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: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>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 subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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





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

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

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

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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

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

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

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



Instructions for Certification

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

ATTACHMENT G

ANTI-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY/CITY OF: _____

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed

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

Notary Public (or Clerk or Judge) _____

My commission expires: . _____



ATTACHMENT H

VENDOR AFFIDAVIT

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

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

Date of Authorization _____

Name of Vendor _____

Coffee County Board of Education

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

_____ Signature of Authorized Officer or Agent

_____ Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____



ATTACHMENT I

Vendor Reference Form

As a part of the RFP process, the CCSS/SFA requires suppliers to submit business references within this solicitation. The purpose of these references is to document the experience relevant to the scope of work and aid in the award process. At least 3 vendors must be public school system in Georgia for whom your firm as provided a similar scope of work within the past 24 months including one school nutrition program.

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



ATTACHMENT J

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 CCSS. 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: Fee for Services Provided	40 Points
Description of Services Provided: The service provider 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 propose to Manage the account. This includes but is not limited to the following: <ul style="list-style-type: none">• New Hire Process including but not limited to recruitment/screening procedures/background check requirement• Orientation• Absence Management• Performance/Evaluation/Discipline of service employees• Salary Scale Flexibility• Time Reporting• Software Compatibility to CCSS current software system• Pay schedule	30 Points
Benefits/Incentive Package/Program Description	5 Points
Response to Specification: 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.	10 Points
GRAND TOTAL ALL PHASE	100 POINTS

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

A local vendor shall be given ten (10) 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-contact within 25 miles of Coffee County, Georgia.



ATTACHMENT K

**RFP RESPONSE FORM
Staffing Services**

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 Coffee County School System, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Coffee County School System. It is understood and agreed that we have read Coffee County School System 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 Coffee County School System specification. We further agree, if awarded 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 Coffee County School System:

Please provide written explanation of proposed fee schedule:

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 _____

