



Muscokee County School District
Columbus, Georgia

Jerrell D. Rumph
Senior Buyer

INVITATION TO BID (ITB)
Bid Number: 26-017
Bid Name: Purchase of Produce Items

The Muscokee County School District (MCSD) is soliciting sealed bids for the purchase and direct delivery of produce items for the School Nutrition Program. Bid terms, conditions, specifications, and price quote sheets are contained herein.

SCHEDULE OF EVENTS

<u>March 27, 2026</u>	Release of Invitation to Bid
<u>April 6, 2026</u>	Deadline for Written Questions
<u>April 10, 2026</u>	Answers to all Written Questions Posted on the MCSD Website
<u>April 27, 2026</u> <u>(1:00 PM EST)</u>	Responses Due
<u>June 29, 2026</u>	Contract Awarded (at Board Meeting)
<u>July 1, 2026</u>	Contractor Begins Work

****MCSD will be closed March 30, 2026 through April 3, 2026 for Spring Break****

RETURN BID VIA: Sealed Bids and all required documents on the bid checklist are to be delivered via Standard or Priority Mail or hand-delivered to the following address:

Note: A Flash Drive must be submitted with Bid Documents & Quote Sheet (Excel Format)

Muscokee County School District
Attn: Purchasing Department
Bid #26-017 Purchase of Produce Items
2960 Macon Road, Room 3005
Columbus, GA 31906

Direct all questions concerning this ITB to:

Jerrell D. Rumph, Senior Buyer
(706) 748-2330

Rumph.Jerrell.D@muscokee.k12.ga.us

Purchasing Department
2960 Macon Road Columbus, Georgia 31906
Phone (706) 748-2330
E-Mail: rumph.jerrell.d@muscokee.K12.ga.us

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BID CHECKLIST

This standardized checklist has been provided to assist the vendor with the submission of their Bid package. This checklist cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Bid document to ensure that they comply. Bids may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind.

- Bid Signature and Certification Form – all information completed and signed
- Debarred, Suspended, and Ineligible Status Form – signed
- Anti-Collusion Affidavit – signed
- Lobbying Certification Form – signed
- Federal Work Authorization Contractor Affidavit (if awarded)
- Federal Work Authorization Subcontractor Affidavit (if awarded)
- Exceptions or Deviations to Specifications – signed and/or information completed
- Disclosure of Subcontractors and Subconsultants – signed and/or information completed
- Reference Request Form – list three (3) references of similar size and scope
- Quote Form – signed
- W-9 – completed and signed (if not a District registered vendor)
- Copy of Business License
- Copy of Required/Applicable Licenses or Certifications per Specifications
- Copy of the Index Price used for this solicitation.**
- A Flash Drive must be submitted with Bid Documents & Quote Sheet (Excel Format)**

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Muscogee County School District –Terms and Conditions

1. GENERAL

- A. It is the purpose and intent of this Invitation to Bid (ITB) to secure a contract for the purchase and direct delivery of produce items for the School Nutrition Program (SNP) as listed herein for the Muscogee County School District (MCSD or the Board).
- B. The undersigned agrees to quote only on the items that can be delivered to the Muscogee County School District in accordance with the terms and conditions set forth in this bid document.
- C. The laws of the State of Georgia shall prevail concerning all purchases and services under this ITB and subsequent contract(s). Venue shall be in the court of competent jurisdiction in Columbus, Muscogee County, Georgia. Several Georgia statutes proscribe jurisdiction and venue for different types of cases that involve state agencies. Any provision that requires legal action that would require travel by MCSD employees likely violates the Constitutional provisions noted above.
- D. The undersigned agrees to abide by all Muscogee County School District Board policies to be found at <https://simbli.eboardsolutions.com/index.aspx?s=4121>.
- E. The bid award shall be made to the lowest responsive, responsible bidder based on the dollar mark-up above the Index Price and/or subcontracting requirement for precut items. The Index Price for this solicitation shall be based on the higher price range as given for fresh fruits and vegetables for March 27, 2026. This price report is provided by: USDA Fruit and Vegetable Market News (Terminal Market Report, preferably Atlanta). Attach a copy of these documents, i.e., the market index used for the bid price. The index price described plus the markup (that is bid) will be the price paid by Muscogee County Schools for the week of delivery. If a bidder can consistently buy an item or items below the average index price, it may be to the bidder's advantage to bid a negative markup cost. Bidder not quoting on all items may be considered non-responsive.

2. SPECIFICATIONS

- a. All produce provided to MCSD shall be fresh and in-first class condition. A vendor delivery of substandard produce to MCSD will be deemed to have breached the contract, and the MCSD Director of School Nutrition will take appropriate action.
- b. All produce furnished to MCSD shall comply with the latest standards and regulations established by Federal laws and by Federal agencies such as the Department of Agriculture and the Department of the Interior.
- c. All bad or damaged merchandise shall either be replaced or credit issued as per request of the MCSD Purchasing Technician **within 24 hours of notification**.
- d. All fresh produce shall be type, style, grade, and packed according to the individual item requirements.
- e. All fresh produce shall be kept in the proper state of refrigeration at all times.
- f. All fresh produce shall be handled in accordance with the best commercial practices.
- g. All fresh produce shall be in good condition and free from all defects such as over-ripe, decay, or bruises.

General Specifications

- a. Orders will be placed on a weekly basis.
- b. Deliveries will be made weekly on specified delivery days.
- c. Deliveries will be made to the kitchen receiving area only.
- d. Orders must be placed in locations that will not obstruct aisles, doorways, or passageways as designated by the School Nutrition Manager or staff.
- e. No deliveries will be made to the school's front office.
- f. All products must be delivered via company truck, not Less Than Truckload (LTL).
- g. Third-party deliveries are not permitted.
- h. The SNP Director, or their designee, will be informed of out-of-stock products prior to delivery.

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- i. Any changes to the order schedule due to holidays, inclement weather, or other factors will be rescheduled for the following business day or, at the latest, within the same week as the regular delivery day.
- j. Any changes to invoices should be addressed within 24 hours by issuing a corrected invoice referencing the original invoice number or by issuing a credit referencing the original invoice number.
- k. The delivery date should be clearly stated on the invoice for payment processing.
- l. Two copies of the invoice must be provided to the cafeteria staff at the time of delivery.
- m. Orders will be sent to the vendors via email in a PDF format.
- n. After the contract is awarded, a meeting will be scheduled with the vendor before services begin.

3. QUOTATIONS

A. Muscogee County School District reserves the right to:

1. Waive formalities and technicalities in any quotation
2. Reject any and/or all quotations wherein its judgment, it will be in the best interest of the school district
3. Accept the quotation that in its judgment will be in its best interest
4. Purchase from any source, in part or whole, any desired supplies, equipment, or services
5. At its option, award on individual items/services or a lump sum basis
6. Award this bid to the vendor who in the school district's opinion is most responsive and responsible, and will perform in the best interest of the Muscogee County School District

B. Price alone will not be the sole base in the award of this bid but will be the primary factor.

C. Bids shall be firm for at least 60 days after bid opening.

D. The vendor may give quotations on any one or more items and may offer alternates where indicated. No substitutes will be accepted once the order is placed.

4. PRICES Unit and total prices quoted shall include all charges to include but are not limited to, purchasing, packing and delivery of the produce items to the destination(s). The District is exempt from state sales tax. Bid prices shall exclude Federal or State taxes that can be eliminated in sales to public school systems in the State of Georgia.

5. OTHER GOVERNMENT ENTITIES Other government entities, including Chattahoochee, Marion, Harris, and Webster Counties will be allowed to piggyback off this annual contract to the extent allowed by their local policies. Please note that the projected quantities provided are for Muscogee County only.

6. BID AWARD **The District reserves the right to award contracts to one or multiple vendors offering the lowest delivered prices for the greatest number of items.**

7. TRADE NAME Suppliers are required to indicate the brand name and model of merchandise quote. Brand names and models listed in the specifications are used as a standard of quality and are not meant to limit competition.

8. NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT Except as may be specifically permitted, vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than vendor personnel to perform any of the work and/or provide any of the services required of vendor under this contract, or assign any of its rights or obligations hereunder, without the prior written consent of the Muscogee County School District, which consent may be withheld by the Muscogee County School District in its sole discretion.

9. CONTRACT PERIOD The contract period shall cover the period August 1, 2026 through July 31, 2027. Prices shall remain firm and fixed throughout the contract period. In compliance with State of Georgia law, O.C.G.A. 20-2-506, the contract shall terminate absolutely and without further obligation at the close of the calendar year. The Board may renew the contract in one-year increments, not to exceed a total of three years.

Georgia law at OCGA s 20-2-506 contains very specific provisions regarding the limited authority of school boards to enter into contracts whose terms could financially obligate future boards of education. Boilerplate or standard termination clauses, therefore, are often problematic for the MCSD. A board of

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education cannot unreasonably financially obligate a future board of education. The terms of the law will be summarized below, as a thorough discussion of the requirements is outside of the scope of this document.

Under certain conditions, school systems may enter into multi-year lease, purchase, or lease-purchase contracts, and these contracts may be used to acquire construction project sites or buildings, or for other purposes. Each such contract must terminate at the end of the calendar year in which the contract was entered into, and at the end of each succeeding calendar year. The contract may provide that it shall be automatically renewed for each successive year unless the school system takes affirmative steps to terminate the contract. The contract must contain a clear statement of the school system's total financial obligation for the original and each succeeding calendar year. Except for guaranteed energy savings contracts, the total value of all such contracts for any calendar year may not exceed 7.5 percent of the total local revenue collected in the most recently completed fiscal year. Failure to comply with the specific requirements of the code section can make the contract void.

10. RESPONSE, INTERPRETATION, AND COMMUNICATION

- A. Response shall be on the bid forms provided only.
- B. Bids received after the stated due date and time will not be accepted.
- C. If you do not wish to bid, respond with "No Bid" and give a reason for this response.
- D. If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents or knows of an error, submit a request for interpretation to the Purchasing Manager at Arrighi.Aileen@muscogee.k12.ga.us.
- E. Communication about this active bid should not be made with any employee of the MCSD except the Senior Buyer or the Purchasing Manager.
- F. Procedures for formal protests of bids are available at www.muscogee.k12.ga.us > Vendors > Additional Information.
- G. Any addenda will be posted to www.muscogee.k12.ga.us.

10. MARKING Merchandise in full cases shall have an identification marking on the outside of the case. Each case, shipping container, etc. shall be marked with the Purchase Order Number supplied by the school district.

11. DELIVERY

- A. Delivery of all materials from this quotation shall be FOB destination to the address specified on the purchase order. Delivery shall be made within the vendor's quoted days after receipt of the order. Any item(s) not delivered within the time limit may be canceled by the school district at no expense to the same. **All products must be delivered on a company truck, not Less than Truckload (LTL) or a third-party delivery company**
- B. Direct Delivery: Vendor shall deliver to each school kitchen receiving point. Orders shall be placed via email based on the .pdf file sent to the awarded vendor of orders from the School Nutrition Program Purchasing Technician. The School Nutrition Program Director or a staff member will telephone emergency orders to the vendor. The vendor will backorder any item or items they are not able to deliver on any given delivery day. The vendor shall make prior notification to the Purchasing Technician of any backorders. Under no circumstances shall an item be on backorder for more than 10 calendar days beyond the original date of requested delivery. Delivery shall be made on the date specified on the order. Delivery personnel are required to place products in areas that will not obstruct any aisle, doorway, or passageway as designated by the School Nutrition Manager or staff.

12. ORDERS Each job or delivery shall be initiated by a purchase order specifying the location and the work to be performed. **No work or delivery should be performed without an authorized purchase order number.**

13. INSPECTION All articles shall be subject to inspection after arrival at destination. If any item is found to be defective or otherwise not conforming to the specifications, the school district shall have the right to reject the product and return it at the sellers' expense.

14. SAFETY Material Safety Data Sheets shall be provided for all applicable items.

15. PAYMENT The payment terms for the District are Net 30. Payment shall be approved upon receipt, inspection, and acceptance of the materials at destination and receipt of proper itemized invoices. The

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District has determined issuing payments electronically is the preferred method of payment. The District reserves the right to remit payments using an electronic method in lieu of issuing a check at no additional cost to the District. Payment of interest / late fees is prohibited by the gratuities clause of the Georgia constitution. Similarly, MCSD cannot enter into an agreement that requires it to pay attorney's fees or goods/services not priced in the contract or authorizes the payment of unknown/unspecified cost increases that cannot be calculated.

16. **BID RECAP** A bid summary shall be sent to all participating vendors.
17. **EQUAL OPPORTUNITY POLICY** Vendors shall abide by the school district's non-discrimination policy (DJED). The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is the further policy of the Board to ensure equal opportunity for minority-owned businesses and minority professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.
18. **BOND REQUIREMENTS.** A Bond is not required for this bid.
19. **FACILITIES**
 - A. The vendor shall be responsible and liable for damage to the storage, building, and grounds areas if the vendor's employees or agents cause damage during delivery.
 - B. The MCSD reserves the right to reject any product delivered by a carrier if the carrier's equipment is not in a clean, sanitary condition, suitable for hauling, moving, or transporting of all goods. Carriers shall utilize only properly insulated, mechanical, or thermostatic temperature controlled refrigeration equipment. Such equipment shall maintain proper temperatures for the type of product being transported.
20. **CERTIFICATION REGARDING NON-COLLUSION** The undersigned hereby certifies that the price(s) and amounts of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. The bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
21. **CERTIFICATION REGARDING DEBARMENT** The undersigned hereby certifies and swears that neither this vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
22. **CERTIFICATION REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006** The undersigned hereby certifies that the bidder and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-91.
23. **INSURANCE** The successful bidder shall supply to the school district proof of insurance for automobiles, workers' compensation, and general liability. The awarded contractor shall furnish to MCSD a current Certificate of Insurance. Insurance certificates will be reviewed by the MCSD

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Department of Risk Management. MCSD is a member of an interlocal risk management agency, the Georgia School Board Association (GSBA). GSBA Risk Management Services (RMS) offers protection through its group-self-insurance plans for workers' compensation, property, and liability risks. Provisions mandating the MCSD to purchase insurance, increase policy limits, or name the vendor or other third party as an additional insured party cannot be included in contracts with the MCSD. **Muscogee County School District must be shown as Additional Insured with respect to liability.** Attach a copy of the policy "Additional Insured" endorsement or state on the certificate that the policy has been specifically endorsed to provide coverage, including Defense Cost Coverage for Muscogee County School District as an Additional Insured. Professional Liability is excluded.(Tier 6)

A. COMPREHENSIVE GENERAL LIABILITY

Standard 1986 ISO (Insurance Services Office) Occurrence Form
Bodily Injury - \$1,000,000 Each Occurrence
- \$2,000,000 per location Aggregate
Property Damage - \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

Or

Bodily Injury/Property Damage - \$2,000,000 CSL (Combined Single Limit) Each Occurrence/per location Aggregate

- Endorsement granting additional insured status to MCSD for ongoing operations (CG 20 10 or equivalent to be reviewed by Risk Management)
- Endorsement granting additional insured status to MCSD for products and completed operations (CG 20 37 or equivalent to be reviewed by Risk Management)
- Endorsement granting waiver of subrogation in favor of MCSD
- Endorsement showing coverage is Primary and Non-contributory to any coverage afforded to MCSD

B. COMPREHENSIVE AUTOMOBILE LIABILITY

Including Owned, Non-Owned, and Hired Vehicles

Bodily Injury/Property Damage - \$1,000,000 CSL per Accident

C. WORKERS' COMPENSATION

Georgia Statutory Coverage

Employer's Liability:

- \$500,000 Each Accident
- \$500,000 Disease Policy Limit
- \$500,000 Disease Each Employee

- Endorsement granting waiver of subrogation to MCSD

D. UMBRELLA/EXCESS

\$2,000,000 limit of liability for each occurrence and aggregate with any lesser amount approved in advance in writing by the Chief, confirming the policy is following form over General Liability, Auto Liability, and Employers Liability.

24. INDEMNIFICATION / HOLD HARMLESS CLAUSE: The MCSD cannot enter into an agreement whereby it agrees to indemnify or hold harmless a vendor or other third party. This language typically looks like "agrees to hold harmless from any liability, personal injury, or property damage arising out of the performance..." There are three legal principles that come into play here. First, indemnification provisions have been held by Georgia courts to be an unauthorized attempt to waive the State's sovereign immunity. An opinion of the Georgia Attorney General (AG) counsels that an unauthorized attempt to waive sovereign immunity through an indemnification agreement in a contract would be ultra

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vires and void. 1980 Op. Atty. Gen. 80-67. The Georgia Supreme Court has held that an indemnification clause is invalid where the governmental entity didn't have express statutory authority to waive its sovereign immunity. *CSX Transp., Inc. v. City of Garden City*, 588 S.E.2d 688 (Ga. 2003). Second, an indemnification violates Georgia's Constitutional ban on gratuities. The Georgia Constitution does not allow any donation or gratuity or forgiving of any debt owed to the public. Ga. Const. Art. III, s VI, Para VI (a). The Georgia AG has issued an opinion expressly stating that indemnification provisions are gratuitous undertakings in violation of the gratuities clause. 1980 Op. Atty. Gen. 80-67. Third, the Georgia Constitution does not allow the credit of the state to be pledged or loaned to any individual, company, corporation, or association. Ga. Const. Art. VII s IV Para VIII. The AG has opined that the constitutional debt restriction does not allow any state agency from contractually agreeing to any indemnification or "hold harmless" clause. See 1980 Op., supra. An indemnification is open-ended in nature because, at the time of contracting, neither party knows if nor when it will be triggered. As such, it violates the debt restriction.

25. **FORCE MAJEURE** If the Muscogee County School District, in its reasonable discretion, determines that the Force Majeure event is likely to delay the Contractor's performance for more than thirty (30) days, the Muscogee County School District 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 Muscogee County School District's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.
26. **EXCEPTIONS** To take exception to a provision of this Invitation to Bid, the Bidder must clearly identify the BID EXCEPTION when submitting the bid.
27. **CONFIDENTIALITY:**

MCSDD and its student records are subject to the terms of The Family Educational Rights and Privacy Act (34 CFR § 99.33). If the vendor becomes privy to certain personally identifiable student information ("Student Information"), the vendor agrees to abide by the limitations on re-disclosure of any such Student Information, which constitutes an education record as defined in FERPA (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a) (2) states that the officers, employees, and agents of a party that receive education record information from the MCSDD may use the information, but only for the purposes for which the disclosure was made.

The parties acknowledge that such Student Information includes any paper and electronic Student Information as may be supplied by MCSDD, as well as any data provided by MCSDD's students to the vendor. The vendor agrees to hold any Student Information in strict confidence. The vendor shall not use or disclose any Student Information received from or on behalf of MCSDD (or its students) except as permitted or required by the Sales Agreement, as required by law, or as otherwise authorized in writing by MCSDD. The vendor agrees not to use any Student Information for any purpose other than the purpose for which the disclosure was made.

Upon termination, cancellation, expiration, or other conclusion of the Sales Agreement, the vendor shall return all education records or, if the return is not feasible, destroy any and all Student Information. If the vendor destroys the Student Information, the vendor shall provide MCSDD with a certificate confirming the date of the destruction of the data.

If MCSDD reasonably determines in good faith that the vendor has materially breached any of its obligations under this agreement, MCSDD, in its sole discretion, shall have the right to require the vendor to submit to a plan of monitoring and reporting; provide the vendor with a fifteen (15) day period to cure the breach, or terminate the Sales Agreement immediately if cure is not possible. Before exercising any of these options, MCSDD shall provide written notice to the vendor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the vendor improperly disclosed personally identifiable information obtained from MCSDD's education records, MCSDD may not allow the vendor access to education records for at least five years.

The vendor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically

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maintained or transmitted Student Information received from, or on behalf of MCSD or its students. These measures will be extended by contract to all affiliates and subsidiaries of the vendor.

The vendor shall, within one day of discovery, report to MCSD any use or disclosure of Student Information not authorized by this agreement or in writing by MCSD. The vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the vendor has taken or shall take to prevent future similar unauthorized use or disclosure. The vendor shall provide such other information, including a written report, as reasonably requested by MCSD.

The vendor shall defend and hold MCSD harmless from all claims, liabilities, damages, or judgments involving a third party, including MCSD's costs and attorney fees, which arise as a result of the vendor's failure to meet any of its obligations under this agreement.

28. **OPEN RECORDS ACT:** MCSD is subject to Georgia's Open Records Act at OCGA s 50-18-70, et. seq. This law allows individuals to view MCSD records [whether maintained electronically or through paper] and/or make copies unless the records are specifically exempted by the law. The law does contain specific language addressing valid trade secrets but requires specific action from the vendor to ensure confidentiality.

You are hereby notified by MCSD that it is the submitting party's obligation to indicate whether any of the information submitted to MCSD constitutes a "trade secret" as defined by law and if so, what specific information constitutes a "trade secret." The Georgia Open Records Act, as amended in April 2012, requires that any "trade secret" information be designated as such at the time it is provided to a governmental agency. The Act further indicates that a failure to make such a designation may result in a waiver of the right to subsequently claim that such information is confidential or otherwise protected from public disclosure.

OCGA 50-18-72 (a) (34). Specifically, OCGA 50-18-72 (a) (34) states in material part:

"(a) Public disclosure shall not be required for records that are:

(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not, in fact, constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in a superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in a superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;"

29. **COMPLIANCE WITH LAWS** The successful proposer shall procure all permits, bonds, and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the proposal price. The successful proposer shall, at all times, observe and comply with all Federal, State, City, and other laws, codes, ordinances, rules, and regulations in any manner affecting the conduct of the work.
30. **MCSD REQUIREMENTS-** Muscogee County School District intends to continue some school business functions during the project.

A. The contractor must coordinate the service schedule with a representative from School Nutrition.

This project must not interfere with any school business function.

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- B. Proposers shall carefully examine the worksite to obtain first-hand knowledge of existing conditions.
- C. School District Regulations - The contractor shall follow all applicable Muscogee County School District regulations while on Muscogee County School District property, including the no alcohol, no tobacco products, no weapons, no idling, and drug-free policies.
31. The vendor shall protect all buildings, trees, shrubs, lawns, and all landscape work from damage. Any damaged property shall be repaired and replaced at the vendor's expense. Additionally, the vendor shall protect all private roads, streets, and sidewalks, driveway aprons, driveways, and shall make all necessary repairs at their own expense. The Vendor shall be responsible for any damage done while operating on MCSD property. Damage must be reported within 24 hours to the School Nutrition Department. Failure to do this may result in the termination of the contract/services. Damage must be repaired or replaced within a reasonable time.

Muscogee County School District Terms and Conditions Specific to the School Nutrition Program

1. **Debarred, Suspended, and Ineligible Status.** The Muscogee County School District 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 the vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. **See Attachment A.**

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. **Contract Extension.** In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Muscogee County School District may, with the written consent of the Contractor, extend this Contract for such period as may be necessary to afford the Muscogee County School District a continuous supply of the identified goods and services. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
3. **Buy American Act - 7 CFR 210.21 (d)**
The vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act:7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United

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States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Buy American:

- (1) Definition of domestic commodity or product. The term ‘domestic commodity or product’ means:
 - (i) An agricultural commodity that is produced in the United States; and
 - (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of 24 hours in advance of delivery. The request must include:

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

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

If a non-domestic substitute product is offered that is not currently included in the contract, the School Food Authority must be notified, and appropriate documentation must be provided within 24 hours. If no documentation is received within this time frame, a credit will be issued for the product.

4. Non-Performance and/or Termination Clauses

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

- (i) In the event the Contractor 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;

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- (ii) The Muscogee County School District determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process that 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 the Muscogee County School District to declare the Contractor in default of its obligations under the Contract:
- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Muscogee County School District'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 Contractor;
 - (ii) The Muscogee County School District determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward the performance of the Contract;
 - (iv) The Contractor 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 Contractor terminates or suspends its business, or the Muscogee County School District reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor 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 Contractor has engaged in conduct that has or may expose the Muscogee County School District or the State to liability, as determined in the Muscogee County School District's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of the Muscogee County School District, the state, or a third party.
- c. Notice of Default.** If there is a default event caused by the Contractor, the Muscogee County School District shall provide written notice to the Contractor requesting that the breach or non-compliance be remedied within the period of time specified in the Muscogee County School District's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Muscogee County School District 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 Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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- d. Termination upon Notice.** Following thirty (30) days written notice, the Muscogee County School District may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the Muscogee County School District up to and including the date of termination.
- e. Termination Due to Change in Law.** The Muscogee County School District shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the Contractor as a result of any of the following:
- (i)** The Muscogee County School District's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Muscogee County School District; and/or
 - (ii)** The Muscogee County School District's duties are substantially modified.
- f. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the Muscogee County School District, the Muscogee County School District shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the Muscogee County School District 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 Contractor's claim. This provision in no way limits the remedies available to the Muscogee County School District under the Contract in the event of termination. The Muscogee County School District shall not be liable for any costs incurred by the Contractor 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 Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Muscogee County School District, the Contractor shall:
- (i)** Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Muscogee County School District may require;
 - (ii)** Immediately cease using and return to the Muscogee County School District, any personal property or materials, whether tangible or intangible, provided by the Muscogee County School District to the Contractor;
 - (iii)** Comply with the Muscogee County School District's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - (iv)** Cooperate in good faith with the Muscogee County School District, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - (v)** Immediately return to the Muscogee County School District any payments made by the Muscogee County School District for goods and services that were not delivered or rendered by the Contractor.

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5. **Clean Air/Clean Water Statement.** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. The 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. The vendor will immediately notify the Muscogee County School District of the receipt of any communication indicating that any of the 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.**

The Muscogee 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, (including gender identity and sexual orientation), 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, 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, grants, or donation of Federal property and interest in the 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,

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and cash assistance for the 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 Muscogee 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 Muscogee 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 Muscogee County School District.

Signature: 
Printed Name: Brad Johnson
Title: Sr. Director of School Nutrition

7. **Record retention requirement (7 years per Sec. of State) and access to files – Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Muscogee County School District throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the Muscogee County School District, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the Muscogee County School District 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.** 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.
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)

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10. **Minority Firms, Women's Enterprises, and Labor Surplus Area Firms** - It is the intent of the Muscogee County School District to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises, and labor surplus area firms.
11. **Non-Collusion.** "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 respects 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 B**
12. **Originality and Title to Concepts, Materials, and Goods Produced.** The vendor represents and warrants that all the concepts, materials, goods, and services produced, or provided to the Muscogee County School District pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, and works. The Contractor represents and warrants that the concepts, materials, goods and services and the Muscogee County School District's use of same and the exercise by the Muscogee County School District of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.
13. **Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Complete the Disclosure Form to Report Lobbying. See Attachment C

14. **HACCP REQUIREMENTS** - The Muscogee County School District expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Muscogee County School District may require documentation verifying that a written HACCP plan is followed.
15. **TRADE NAME, CHILD NUTRITION (CN) LABELS, AND GRADE**
 - a. Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.
 - b. When bidding house labels, Bidder is required to indicate packer name, packer location, and product number.
 - c. The grade must be listed for all food products.
 - d. Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.
16. **METHOD OF SHIPMENT/DELIVERY**
 - a. Orders and deliveries - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays.
 - b. All orders are to be delivered Monday through Friday. For Elementary Schools, deliveries shall be from 6:30 am to 1:00 pm, and Middle Schools and High Schools shall be from 7:00 am to 2:00 pm. High Schools will not accept ANY deliveries on THURSDAY.
 - c. In an emergency situation in which the Muscogee County School District requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Muscogee County School District has the option to purchase those goods from another source with no penalty to either party.
 - d. Delivery schedules that fall on a holiday will be made the following business day.

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- e. All products must be delivered using a well-maintained truck that is in a clean and sanitary condition. If applicable, the truck must be properly refrigerated to ensure the product's quality. The MCSD reserves the right to reject any product delivered in a truck that does not meet these standards or is unsuitable for transporting goods. The truck must also maintain the appropriate temperature for the specific product being transported. Deliveries must be placed in the designated area as directed by the recipient. Under no circumstances should deliveries be left outside the building. All deliveries must comply with the specified conditions.

- 17. **SUBSTITUTION CLAUSE** – Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. Substitutions may be made only with prior approval of the Director of School Nutrition. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at the same cost per serving as the original awarded item.
- 18. **ESTIMATED QUANTITIES** – It shall be understood and agreed that quantities listed as estimates are not guaranteed and may be increased or decreased during the contract period. The Muscogee County School District shall not be held responsible for any unordered quantities.

SAMPLE AGREEMENT FOR PRODUCTS AND/OR SERVICES

(Sample agreement only. MCSD reserves the right to alter this agreement based on final BID results and/or any negotiations with the proposed vendor)

THIS AGREEMENT FOR SERVICES is entered into and effective as of the X day of XXXX 202X, by and between **MUSCOGEE COUNTY SCHOOL DISTRICT**, a body politic of the State of Georgia (“MCSD”) and **Company Name a(n) (Individual, Sole Proprietor, Corporation, S Corporation, Nonprofit Corp., LTD Liability Co., Partnership, Ltd. Partnership)** duly authorized to conduct business in the State of Georgia (“CONTRACTOR”).

WHEREAS, this Agreement is entered into for the purpose of:

Description of Services, per the **Request for Proposal, Invitation to Bid (RFP, ITB) XX-XXX**, (**Name of Solicitation**), as detailed in the RFP, if applicable, incorporated herein by reference. Such services are further described in Appendix A.

NOW, THEREFORE, in consideration of the mutual considerations as stated herein, MCSD and CONTRACTOR agree as follows:

1. **Discrimination is Prohibited:** MCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, status as a veteran, disability, or in any other manner prohibited by the laws of the United States or the State of Georgia in any of its employment practices, education programs, services or activities. Contractor agrees that it will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, sex, national origin, age, status as a veteran, disability, or in any other manner prohibited by the laws of the United States or the State of Georgia or the policies of the MCSD.

2. **Service Location:** The services identified in this Agreement will be provided at the location(s) indicated in this Agreement.

3. a) **Cost of Services:** The MCSD shall pay Contractor according to these terms:
See Appendix “D” (“Fee Schedule”).

Details regarding how fees will be charged by Contractor under this Agreement, if applicable, may be attached hereto as Appendix “D” (“Fee Schedule”).

b) **Maximum Obligation Language:** As mandated by O.C.G.A. §20-2-506 (b) (3), the total and maximum obligation of MCSD for the calendar year of execution shall be: **and 00/100th DOLLARS (\$XX,XXX.XX)**, and the total and maximum obligation of MCSD for the entire one (1) year term and all services rendered here under shall not exceed: **and 00/100th DOLLARS (\$XX,XXX.XX)**.

4. **How to Invoice the District:** Contractor will seek payment thirty (30) days after the invoice date; Contractor will provide invoices, with the Purchase Order number identified via email to accountspayable@muscogee.k12.ga.us or the MCSD Accounts Payable Department, Muscogee County School District, 2960 Macon Rd., Columbus, GA 31906. Contractor may also be requested to provide a copy of the invoice to the Division of MCSD obtaining the services. Contractor will register as a vendor via submission of a W-9 to the MCSD Division of Finance prior to beginning work. Contractor shall submit invoices on a monthly basis.

5. **Length of the Agreement (Term):** This Agreement shall terminate absolutely and without further obligation on the part of the MCSD at the close of the calendar year for which it was executed and at the close of each succeeding calendar year for which it may be renewed; provided, however, unless otherwise terminated

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as described in Paragraph 18 of this Agreement, the Agreement shall automatically renew for an additional **X months** with a final and full termination date of **XXX, XX, XXX** (2-year optional renewal). This agreement is subject to the provisions of O.C.G.A. §20-2-506 and the terms of that statute are hereby expressly incorporated herein.

6. **Description of Services:** Contractor agrees to perform the services indicated in this Agreement and in **Appendix A attached hereto**, in accordance with the terms and conditions of this Agreement.

7. **Taxes:** The MCSD is a tax-exempt entity and shall not be liable for the payment of any taxes.

8. **Deposits, Fees, and Fines:** Contractor will not seek late fees, penalties, interest, or any other fees or fines that constitute a gratuity and MCSD shall not pay interest, penalty fees, late fees, conversion fees, or any sums intended as a penalty. If no services are performed under the terms of the Agreement, MCSD shall be entitled to a return of money paid for the timeframe where no services were received by MCSD or performed by Contractor, prorated at the monthly rate of the Agreement. Contractor will pay where its negligence causes damage to the property of MCSD. MCSD will not make any advance payments or deposits prior to the completion of services contracted for herein, unless otherwise specified in the attached **Appendix D**.

9. **Independent Contractor:** Neither Contractor nor any of its employees or agents shall be deemed to be employees or agents of the MCSD, it being understood at all times that Contractor is an independent contractor for all purposes and at all times and that Contractor shall have no right, power or authority to act or create any obligation, whether express or implied, on behalf of MCSD. Contractor shall, at its own and sole expense, comply with all federal, state, and local laws, rules, and regulations that are now or may in the future become applicable to Contractor, Contractor's business, or Contractor's personnel engaged in the services covered by this Agreement including, but not limited to, the withholding and payment of all federal, state and local income and/or sales taxes, Social Security, unemployment, sickness, disability, workers' compensation, and other payroll taxes with respect to its employees, including contributions from them when and as required by law. Contractor shall provide all of the tools, materials, equipment, and other business items necessary to perform the services. Contractor shall be solely responsible for paying, and shall pay, all of its own expenses, debts, accounts, obligations, liabilities, employees, taxes, and fees incurred by it in the performance of the services hereunder.

10. **Personnel of Contractor Compliance with Relevant Laws and Regulations:** All Contractor personnel who work with MCSD must comply with all relevant federal, state, and local laws and regulations to include but not be limited to maintenance and retention of all applicable licensure and certification requirements, at no cost to the MCSD.

11. **Teachers' Retirement System:** Prior to the commencement of the services contemplated herein, Contractor must identify individuals who are drawing retirement from the Georgia Teachers' Retirement System (TRS), and notify the District of the identity of such individual(s) via email to Joseph.Edwin@muscogee.k12.ga.us.

Contractor is responsible for any and all penalties and interests that may be assessed by TRS; Contractor shall hold MCSD harmless from and against any claims related to TRS.

12. **Georgia Security and Immigration Compliance Act of 2006, as amended:** The Contractor shall certify that the Contractor and any subcontractors have registered with and are participating in a federal work authorization program as outlined in O.C.G.A. §13-10-91 in the form attached here to as Appendix B.

13. **Delay of Performance:** MCSD reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Agreement if the commencement of Contractor's engagement is unduly delayed due to the fault of Contractor and/or any of their agents and/or representatives.

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14. **Insurance:** At all times during the Term of this Agreement, Contractor, at its own expense, shall procure and maintain the types and minimum limits of insurance specified by the MCSD as outlined in the attached **Appendix C: Insurance Requirements**. Such insurance shall be provided by insurers authorized to do business in the State of Georgia and which have at least an A-(Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance and educational liability, shall be written on an “occurrence” basis and not a “claims-made” basis. Contractor shall ensure that it names MCSD as an additional insured on its insurance policies and shall, concurrently with the execution of this Agreement, provide the MCSD with a Certificate of Insurance.

Contractor, on behalf of itself and its insurance companies, hereby waives, to the extent of any recovery under any such insurance policies, any right of subrogation that either may have. Contractor shall cause its respective insurance policies to contain endorsements evidencing such waivers of subrogation.

15. **Governing Law; Jurisdiction:** This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to any conflict of laws provisions, and the parties hereto irrevocably consent to the exclusive jurisdiction and venue of the appropriate Court in Muscogee County, Georgia, for any dispute arising out of this Agreement or related to the services provided hereunder.

16. **Entire Agreement:** This Agreement, together with the exhibits and documents attached hereto, represents the entire agreement between the parties and supersedes and replaces all prior oral and written proposals, communications, and agreements with respect to the subject matter hereof. This Agreement may only be amended in writing and executed by the parties hereto. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any addendum, then this Agreement shall control. Terms and conditions of any Request for Proposal connected to this Agreement are hereby incorporated by reference.

17. **Non-Assignment, Non-Sub-Contracting:** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by Contractor to any person not in the employ of Contractor or any other person, entity or business without the prior written consent of the MCSD, and any purported assignment shall be null and void. Substitutions are not permitted. Contractor may not subcontract without the prior written consent of the MCSD and any such subcontract (i) shall contain a provision incorporating the terms of the Agreement and require an agreement by the sub-contractor to be bound by the terms of this Agreement, including but not limited to background and federal work authorization verification, and (ii) shall be approved as to form by MCSD prior to execution.

18. **Termination:** The MCSD may terminate the Agreement at any time and for any reason (or no reason), and without penalty, upon thirty (30) days written notice to Contractor. Further, and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling MCSD’s obligations hereunder, the MCSD may terminate this Agreement. The MCSD and Contractor may terminate this Agreement at any time upon their mutual consent.

19. **Hold Harmless:** To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor’s sole expense) and hold the MCSD, the Muscogee County Board of Education, its board members, and employees harmless from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs, and expenses (including, but not limited to, attorneys’ fees and costs), which arise or are in any way connected with the services contemplated by Contractor under this Agreement or the actions of Contractor’s officers, employees, or agents.

20. **Compliance with MCSD Policies:** Contractor and any of its employees and agents shall, at all times during the term hereof and during the performance of services hereunder, comply with MCSD policies, procedures, regulations, and directives, as modified from time to time, including but not limited to policies and

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procedures regarding mandatory reporting. These policies are available at <https://simbli.eboardsolutions.com/index.aspx?s=4121> and must be reviewed prior to the commencement of any work.

21. **Attorneys' Fees:** Should the MCSD be the prevailing party in any legal action with Contractor arising out of this Agreement or the services performed hereunder, then in such event, the MCSD shall be entitled to recover its reasonable attorneys' fees and costs from Contractor.

22. **Force Majeure:** Parties' obligations to perform shall be excused if rendered impossible as a result of serious illness, death, or injury, accident, fire, riot, pandemic, or other manifestation of civil disorder; an act, rule, or regulation of any public authority or Court of competent jurisdiction; and/or an act of God, or any other event completely beyond the reasonable control of either party. Either party may terminate this agreement with no further obligation or liability if a Force Majeure Event causes substantial interruption or continues substantially uninterrupted for a period of thirty (30) days or more.

Contractor agrees that there is no obligation on the part of MCSD to pay for any goods not provided or services not rendered regardless of whether the failure to provide such goods or services was the result of a Force Majeure/Act of God

23. **Sovereign Immunity:** MCSD is a state agency and may not waive its Sovereign Immunity or agree to indemnify or hold harmless another party. The only liability MCSD may incur is that which is expressly provided for by Georgia law and is not enlarged by this Agreement.

24. **Disclosures:** Contractor will disclose to MCSD the existence of any actions, suits, proceedings, claims or disputes, pending or threatened or contemplated, at law, in equity, in arbitration or before any Governmental or Regulatory Agency, whether under current business name or designation or a prior business name or designation. Traffic and parking citations do not need to be disclosed. This disclosure will be made prior to any performance under the Agreement.

25. **Background Investigation:** MCSD requires a criminal background investigation of Contractor's personnel that may provide services on MCSD property. Contractor represents and warrants that it shall not assign personnel to any task under this Agreement if that individual's background check does not satisfy the current expectations and requirements of the MCSD Division of Human Resources. Contractor further warrants that if an individual's status changes due to an arrest or any other legal action, Contractor will immediately notify MCSD's Division of Human Resources to collaborate on the response. MCSD background check requirements include a criminal background check that includes fingerprinting.

26. **Non-Collusion:** Contractor certifies that its proposal, bid or offer is made without any prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal, bid or offer for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of Federal and/or state law and can result in fines, prison sentences and civil damage awards.

27. **MCSD Right to Remove:** MCSD reserves the right to immediately remove any individual from its premises; Contractor agrees that this provision applies to its employees and agents. Contractor agrees to abide the wishes of MCSD should the MCSD determine that any employee or agent of Contractor should not work pursuant to this Agreement. MCSD will be reasonable in the enforcement of this provision, however, final authority as to who may enter MCSD property rests with MCSD.

28. **Records, Information, Confidentiality, and Cyber Security:**

a) **Retention** – Contractor shall retain all its internal books, records, and documents related to this Agreement in accordance with generally accepted accounting principles and procedures – which shall sufficiently and properly document and calculate all charges billed to the MCSD during the term of the Agreement – for a period of at least seven (7) years following the date of final payment hereunder or the completion of any audit, whichever is later. Records to be maintained include both financial records and service records.

b) **Access** – Contractor shall permit MCSD to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located, during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor’s books and records and, if an audit discloses incorrect billings or improprieties, the MCSD reserves the right to charge Contractor for the cost of the audit and any other appropriate reimbursements.

c) **Confidentiality** – Contractor may have access to confidential information maintained by MCSD or access to MCSD computers, hardware, software programs, and / or information technology infrastructure or hard copy data or records, where such access is needed to carry out Contractor’s duties; Contractor shall presume all information received is confidential unless otherwise designated by the MCSD and Contractor will implement and maintain an information security program to safeguard any such information received. Access shall be terminated at the sole discretion of the MCSD. Contractor shall notify the MCSD immediately if it suspects abuse or misuse of such access. No confidential information shall be disseminated except as authorized by law and with the prior written consent of the MCSD, either during the period of the Agreement or at any time thereafter. Any information supplied to Contractor shall be considered the property of the MCSD. Contractor must return any and all data collected, maintained, created, or used, in whatever form it is maintained, within a reasonable time from the request of the MCSD. Contractor shall take commercially reasonable measures to protect the security of confidential information both during the Agreement and thereafter. Contractor shall immediately notify MCSD where it has reasonable cause to believe there has been or may be an unauthorized disclosure of confidential information, whether intentional or accidental, including in the event of a cybersecurity attack or electronic breach of security. Contractor shall notify MCSD prior to or immediately upon termination or resignation of an employee or agent of Contractor that has or has had access to MCSD software platforms or data in order that MCSD may terminate that individual’s ability to access MCSD software or data.

The Family Educational Rights and Privacy Act “FERPA” (20 U.S.C. § 1232g and 34 CFR Part 99) permits MCSD to disclose personally identifiable information relating to students to other school officials. For the purposes of this Agreement, MCSD may determine that Contractor is considered “other school officials” and as such, MCSD shall disclose personally identifiable student information to Contractor as it determines is necessary for the delivery of the outcomes to this Agreement. Contractor shall comply with FERPA and all other applicable laws and regulations governing student privacy as it relates to the performance of the services provided pursuant to this Agreement. Contractor shall utilize personally identifiable student information provided by MCSD for the purpose of performing the services as described herein and for no other reason. Neither party shall release any student record data to any other third party without the express consent of the District’s Office of Research, Accountability & Assessment.

Contractor agrees that all personal information relating to any participating student or parent received from MCSD under this Agreement shall remain confidential and not be disclosed to any third party without the prior written consent of such student’s parents or legal guardian. Contractor acknowledges and agrees that MCSD shall make the final determination whether personally identifiable information is necessary to achieve the Agreement deliverables or if aggregate data is sufficient. MCSD will take reasonable and appropriate

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measures to reduce the risk of unauthorized disclosure of personally identifiable information by Contractor. Upon expiration of the Agreement, Contractor shall destroy all personally identifiable information received from the District pursuant to this Agreement. In the event that MCSD is required to furnish information or records pursuant to the Georgia Public Records laws, Contractor shall furnish such information and records to MCSD, and MCSD shall have the right to release such information and records.

d) **Cyber Security** – Contractor agrees that it currently does and will continue to implement and maintain an information security / cyber security program to safeguard its technology solutions and to safeguard any information owned by the MCSD. Contractor will provide a written summary of the program to MCSD prior to working with the MCSD; said summary shall include the name of each security measure utilized.

By entering into this Agreement, Contractor represents and warrants that it has administrative, technical, and physical safeguards in place that comply with all laws and regulations applicable and that those safeguards meet or exceed the information security standards and practices that are commonly utilized by similarly sized managers in the relevant industry. In the event that Contractor becomes aware of any actual or suspected network, system and/or data breach with respect to its infrastructure (including, but not limited to, a system intrusion, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom) that results in unauthorized access to and/or use by third parties of the confidential information of MCSD, Contractor agrees to report the information to the MCSD and to take steps to rectify the breach or unauthorized access. Contractor further warrants and represents that it has implemented commercially reasonable backup and disaster recovery technology solutions, and will share information about those solutions to the MCSD upon request.

By entering into this Agreement, Contractor also warrants that to its knowledge, except as previously disclosed to the MCSD, there has been no material breach or other material compromise of, or related to relevant information technology and computer systems, networks, hardware, software, data, or equipment or any data of its customers.

29. **Warranties:** If applicable, Contractor warrants that the workmanship hereunder shall be free from defects for one (1) year from the date of installation or from completion of the services hereunder, whichever is later. Contractor will also extend to MCSD the benefits of any warranty Contractor has received from the manufacturer, the procurement of such warranties being the duty of the Contractor.

THE PARTIES HERETO have affixed their hand and seal as of the date first written above and the undersigned signatories represent and warrant that they have the authority to execute and deliver this Agreement for Services on behalf of their respective parties and have taken all appropriate corporate and company action as is necessary for the enforceability and validity of this Agreement.

MCSD:
MUSCOGEE COUNTY SCHOOL DISTRICT

By: _____
Dr. David F. Lewis, Superintendent of the Board of Education

CONTRACTOR:
XXXXXXX

By: _____

MUSCOGEE COUNTY SCHOOL DISTRICT
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BID SIGNATURE AND CERTIFICATION (Bidder to sign and return with the bid)

We propose to furnish and deliver any and all of the goods and/or services named in our bid at the prices stated. It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Muscogee County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Muscogee County School District.

It is understood and agreed that we have read the specifications shown or referenced in the ITB and that this bid is made in accordance with the provisions of such specifications and all terms of conditions. Any exceptions are noted in writing and included with this bid. By our original signature, entered below, we guarantee and certify that all items included in this bid meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this bid shall be valid and held open for a period of sixty days from the bid opening date.

We 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, equipment, or services and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the bidder. We certify that we have read the contract terms and conditions and do hereby agree with them as stated. We understand that a vendor that does not adhere to these terms and conditions shall be subject to removal from the Muscogee County School District bidder's list for a minimum of one year. I further certify that I am the owner or agent of the stated company and am empowered to contract.

SUBMITTED BY _____ TITLE _____

COMPANY NAME _____

ADDRESS _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____ FAX NUMBER _____

SIGNATURE _____ DATE _____

SCHEDULED DELIVERY DATE AFTER RECEIPT OF ORDER _____

PRICES ARE VALID THROUGH _____

DO YOU ACCEPT PURCHASING CARDS AS A METHOD OF PAYMENT? _____

DO YOU ACCEPT ELECTRONIC FUND TRANSFERS AS A METHOD OF PAYMENT? _____

DUN AND BRADSTREET (D&B) NUMBER _____

**MUSCOGEE COUNTY SCHOOL DISTRICT
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**ATTACHMENT A
DEBARRED, SUSPENDED, AND INELIGIBLE STATUS FORM
(See Next Page)**

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OMB No. 0505-0027
 Expiration Date: 09/30/2025
 AD1047



**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.

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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.

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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.

MUSCOGEE COUNTY SCHOOL DISTRICT
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ATTACHMENT B
ANTI-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY/CITY OF: _____

_____, of lawful age, being first sworn on oath says, 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 of employees to quantity, quality, or price in the prospective contract or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

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

Notary Public (or Clerk or Judge) _____

My commission expires: _____

**ATTACHMENT C
LOBBYING DISCLOSURE FORM**

**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT D
Muscogee County School District
FEDERAL WORK AUTHORIZATION CONTRACTOR AFFIDAVIT
Under O.C.G.A. § 13-10-91(b) (1)

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 engaged in the physical performance of services on behalf of MUSCOGEE COUNTY SCHOOL DISTRICT 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)

Date of Authorization

Name of Contractor

Name of Project

MUSCOGEE COUNTY SCHOOL DISTRICT
Name of Public Employer

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 SIGNATURE

My Commission Expires: _____

ATTACHMENT E
Muscogee County School District
FEDERAL WORK AUTHORIZATION SUBCONTRACTOR AFFIDAVIT
Under O.C.G.A. § 13-10-91(b) (1)

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 _____ (**name of contractor**) on behalf of Muscogee County School District 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization user identification number are as follows:

Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)

Date of Authorization

Name of Contractor

Name of Project

MUSCOGEE COUNTY SCHOOL DISTRICT
Name of Public Employer

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 SIGNATURE
My Commission Expires: _____

**ATTACHMENT G
DISCLOSURE OF SUBCONTRACTORS AND SUBCONSULTANTS**

Note: Vendor must sign the appropriate statement below as applicable.

- () No Subcontractors or Subconsultants will be used in connection with the performance of this contract.

Firm: _____

Signature: _____

-OR-

- () All Subcontractors or Subconsultants to be used in connection with the performance of this contract are listed below. (Attach additional sheets as necessary.)

Firm: _____

Signature: _____

SUBCONTRACTORS AND SUBCONSULTANTS

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

MUSCOGEE COUNTY SCHOOL DISTRICT
 INVITATION TO BID 26-017
 PURCHASE OF PRODUCE ITEMS

ATTACHMENT H
REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

**ATTACHMENT I
NO-BID RESPONSE**

**Muscogee County School District
Statement of “No Bid”**

If you do not intend to submit a bid for this project, please complete and email this form prior to the date shown for receipt of bids to: Jerrell D. Rumph, Senior Buyer, at Rumph.Jerrell.D@muscogee.k12.ga.us

We, the undersigned, have declined to submit a bid on the “Bid #26-017 Purchase of Produce Items” for the following reasons:

- _____ Specifications are too “tight”, i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to the solicitation.
- _____ We do not offer this product/service or equivalent.
- _____ Our schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below).

Remarks:

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

**MUSCOGEE COUNTY SCHOOL DISTRICT
INVITATION TO BID 26-017
PURCHASE OF PRODUCE ITEMS**

**SEE THE ATTACHED EXCEL
QUOTE SHEET**