

## REQUEST FOR PROPOSAL

### Request for Proposal # 20-01

**For the Project:** Boys & Girls Club of Southeast Georgia is seeking a highly qualified individual or organization to contract as an independent third-party evaluator for a state funded 21st Century Community Learning Centers (21st CCLC) grant program. The evaluator will provide both formative evaluation to determine the fidelity between the program in theory and the program in action and summative evaluation to assess the program's progress towards expected outcomes. Recommendations for progress are expected. The individual or organization must be trained to ensure capacity to provide timely evaluation of the funded site and offer ready availability for assistance or consultation when required.

**RFP Administrator:**

Brian Dolan, Chief Professional Officer  
Boys & Girls Club of Southeast Georgia  
95 Faith Avenue  
Brunswick, Georgia 31520  
Telephone: 912-265-1455  
Fax: 912-262-9294  
E-Mail: bgcglynn@gmail.com

**Proposals are to be submitted to the above address, attention to Mr. Brian Dolan.**

|                                                                                               |
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| <b>Deadline to receive proposals:</b> 11:00 a.m. legally prevailing time on January 31, 2022. |
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**Proposals are due at the time and date specified. Proposals will not be accepted after the date and time above. There will be no public opening of proposals. Proposals received *after* the date and/or time noted above will not be opened.**

The Boys & Girls Club of Southeast Georgia (BGCSEGA) reserves the right to reject any or all proposals and to accept other than the low proposal when the interest of BGCSEGA can be better served. BGCSEGA reserves the right to waive any informalities in, or reject, any or all proposals or any part of a proposal. In the event of equal proposals, preference will be given to the local Proposer.

**A. PROPOSAL OBJECTIVE , SCOPE OF WORK, PRE-BID CONFERENCE**

**A..1 Objective**

The objective of the RFP is to select a Proposer who will provide goods and/or services outlined in this RFP to the Boys & Girls Club of Southeast Georgia. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposer responses received prior to the closing date and time of this RFP, the BGCSEGA will determine whether or not to conduct negotiations with responsive and responsible Proposers. After a careful evaluation of responses, an award recommendation will be presented to the BGCSEGA of Education and a Purchase Order will be issued to the successful bidder.

**A.2 Scope of Work (Base Bid)**

Boys & Girls Club of Southeast Georgia is seeking a highly qualified individual or organization to contract as an independent third-party evaluator for a state funded 21st Century Community Learning Centers (21st CCLC) grant program. The evaluator will provide both formative evaluation to determine the fidelity between the program in theory and the program in action and summative evaluation to assess the program's progress towards expected outcomes. Recommendations for progress are expected. The individual or organization must be trained to ensure capacity to provide timely evaluation of the funded site and offer ready availability for assistance or consultation when required.

**B. CONTRACT TIME PERIOD and SPECIFICATIONS**

**B.1 Contract Time Period**

a) **Initial Term** - The initial term of this contract, which results from the award of this RFP, shall commence on **February 1, 2022**, and terminate on **June 30, 2022**.

b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.

c) **Renewal Option** - This contract may be renewed for up to (3) three one year terms at the same terms and conditions by mutual agreement of both parties in written form. The BGCSEGA will **ONLY** consider individual product price changes as part of the extension contract.

**B.2 Specifications**

**B.2.1 O.C.G.A. 20-2-500(b)(1)**

Preference as far as may be reasonable and practicable will be given to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

**Required Experience and Skills:**

- Experience in evaluating state and federally funded educational grants
- Experience in evaluating 21st CCLC
- Experience in capacity building for internal data collection
- Effective communication skills and excellent interpersonal skills
- Evidence of planning and organizational skills, with ability to manage multiple tasks
- Experienced in consensus building with evidence of effective collaborative
- Knowledge of current trends in out-of-school time programs and best practices
- Evidence of demonstrated success with program evaluation (samples requested)

**Requirements**

- Visit with program director and conduct individual site visits that preferably coincide with report card grading periods, at minimum, since this is a good time to review program
- Attend Advisory Committee meetings
- Ensure the overall scientific integrity of the evaluation
- Design evaluation plans and develop evaluation tool
- Provide timely, relevant evaluation feedback and recommendations to: Program Director, 21st CCLC Advisory Committee, and key stakeholders at the school and district
- Provide technical expertise to program
- Provide formative, summative, and summer reports within established timelines provided by the state

**C. COST PROPOSAL**

**C.1** See Cost Proposal Form. *All* relevant, applicable costs and fees are to be included in the Cost Proposal. **Proposer(s) shall submit their cost responses into the Cost Proposal Form provided herein.** Proposer(s) shall not deviate from the structure established in the Cost Proposal Form. Submission of incomplete Cost Proposal Forms or Cost Proposal Forms that deviate from the clearly established structure may result in the rejection of a proposal as non-responsive.

**D. PROPOSAL SUBMISSION GUIDELINES**

Upon opening of the proposals, all proposals received will be reviewed to ensure that all required forms and information have been submitted by the Proposer and in the order stated in section H below.

**All proposal packages must include the following applicable items** and attachments *in the order specified below*:

- a. Information on Key Employees for this project (*see H.4*)
- b. Implementation Plan and Timeline (*see H.5*)
- c. Cost Proposal Form (*form enclosed*)
- d. Proposal Certification (*form enclosed*)
- e. Statement of Proposer’s Qualifications (*form enclosed*)
- f. Disclosure of Lobbying Activities – if applicable (*form enclosed*)

**D.1 Number of Copies (2)**

**H.1.1** Submit proposal in a sealed, opaque envelope addressed to the RFP Administrator noted above.

**D.2 Key Employees**

Include with proposal, pertinent data for key employees that will be assigned to this project such as name, position, role/responsibility and Resume’ of background/experience qualifying him/her for the position.

**D.3 Implementation Plan and Timeline**

Include with proposal an Implementation Plan (a detailed explanation of Proposer’s proposed method(s) to satisfy the requirements of this project) and Timeline from the date this project will begin through to the anticipated completion date.

D.4 Proposer(s) shall submit their cost responses into the Cost Proposal Form provided herein. Proposer(s) shall not deviate from the structure established in the Cost Proposal Form. Submission of incomplete Cost Proposal Forms or Cost Proposal Forms that deviate from the clearly established structure may result in the rejection of a proposals as non-responsive.

**E. EVALUATION:**

**E.1 Suspension and Debarment**

The BGCSEGA will check the SAM website at <http://www.sam.gov> to determine if a bidder/Proposer is listed.

**E.2** In most instances where possible, all contracts and open market orders will be awarded to the lowest responsible Cost Proposal meeting all proposal requirements and specifications. The BGCSEGA reserves the right to evaluate all responsive proposals based on low cost proposal, then stated evaluation criteria. In scoring against the stated criteria, the BGCSEGA may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors.

**E.2.1 Evaluation Committee**

The Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. Technical submittals will be evaluated and scored in categories as follows:

TECHNICAL MERIT: 40 Points

- **Qualifications and past experience** including the demonstrated ability of Proposer's experience with facilities comparable in complexity, size, and function for other similarly-structured organizations (20 points)
- **Understanding of the Requirement and Suitability of Proposer** to provide the necessary services for this project, including the apparent fit to the project type and/or needs, any special or unique qualifications for this project, current and projected workloads, methodology, and the proximity of office to project location. (10 points)
- **Comparison of installation** method and desire to meet project schedule (10 points)

COST: 60 Points

- **Overall anticipated proposed cost**, as well as any other (if applicable) proposed prices or rates, anticipated cost savings, stated payment terms, discounts, and additional charges. Any items proposed that might result in an impact to operation costs of the BGCSEGA are subject to this evaluation.

**E.2.2 Ranking**

Upon completion of the evaluation process and presentations (if requested) by the Evaluation Committee, the proposals will be ranked in descending Points Total order, High to Low. The proposal receiving the highest points total will be recommended to the Finance Committee for award. If approved, the Finance Committee will bring the award recommendation to the BGCSEGA.

**F. AWARD**

Awards on multi-year contracts and proposals of \$30,000 or more must be approved by the BGCSEGA on the first practical Board meeting date after the RFP deadline. The BGCSEGA reserves the right to accept other than the lowest cost proposal, or the highest points total ranked proposal when the interest of the BGCSEGA can be better served. Where time is of the essence, the best delivery date offered will be taken under consideration in awarding proposals.

**F.1 Low Dollar Bid Award**

In most instances where possible, all contracts and open market orders will be awarded to the lowest responsible Cost Proposal meeting all proposal requirements and specifications. The Board reserves the right to waive any informalities in, or reject, any or all proposals or any part of a proposal.

**F.2 Tie Bids**

In the event of equal proposals, preference will be given to the local Proposer (a person who (1) has a place of business located in Glynn County, Georgia; (2) which is staffed by an employee or employees as their permanent employment year round in the normal course of business).

**F.3 Split/Multiple Awards**

The BGCSEGA reserves the right to make multiple awards or to award a contract by individual line items/services or alternatives, by group of line items/services or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the BGCSEGA. If the BGCSEGA determines that an aggregate award to one Offeror is not in the BGCSEGA's best interest, "all or none" offers shall be rejected.

**G. GENERAL CONDITIONS:**

**G.1** The BGCSEGA promotes **equal opportunity** for all persons, without regard to race, color, religion, sex, handicap, or national origin with vendors and/or contractors doing business with the Board.

**G.2** **Payment** shall be made by the BGCSEGA to Vendor for services that are actually performed, and, if applicable, products actually delivered in accordance with the specifications of the Request for Proposal and receipt of an invoice.

**G.3** The Vendor shall be responsible for obtaining **all permits and licenses** and shall pay *all fees* including all **applicable taxes** required by various governmental agencies in connection with this work. This shall also apply to all subcontractors.

**G.4** All tools, dies, jigs, patterns, equipment, plates, cuts, negatives, artwork, or other items purchased, furnished, charged to or paid for by the BGCSEGA and produced in conjunction with this proposal shall become and remain the property of the BGCSEGA. The contractor shall hold such property for the benefit of the BGCSEGA and, upon written request, deliver the property to the BGCSEGA.

**G.5** The Contractor shall confine operations at the site to permitted areas and shall not unreasonably encumber site with materials or equipment. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the operations under the Contract.

**G.7** Visitors, including Contractor's employees and subcontractors, are **prohibited from smoking** on BGCSEGA property.

**G.8** Any damage done to any part of permanent or portable classrooms, buildings, equipment, furniture, fixtures or any items owned by the BGCSEGA or related individuals by the contractor personnel shall be repaired or replaced at no cost to the BGCSEGA.

**H. INSURANCE REQUIREMENTS:**

**H.1** *If selected and prior to any work being done*, the Proposer/Contractor shall indemnify and hold harmless the BGCSEGA, its employees and agents against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation on indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the BGCSEGA or any of its agents or employees by an employee of the Proposer/Contractor, any Subcontractor, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation of the amount or type of damages, compensation or benefits payable under worker's or workman's compensation acts, disability benefits acts, or other employee benefits acts.

**COST PROPOSAL FORM - RFP #20-01**

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

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

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

Having carefully examined the Request for Proposal documents provided and held to actual or implied knowledge of the premises and conditions affecting the work, the undersigned proposes to furnish all service, labor and materials called for by them. No proposal may be withdrawn for a period of 120 days after time set for opening of proposals has been called on the date of opening.

**Base Bid:**

2021-2022 \$ \_\_\_\_\_

Option to renew:

2022-2023 \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer (use blue ink)

**PROPOSAL CERTIFICATION**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request For Proposal for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the Request For Proposal.

We further agree to strictly abide by all the terms and conditions contained herein as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the BGCSEGA, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the BGCSEGA.

It is understood and agreed that we have read the specifications shown or referenced in this Request For Proposal and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

**PROPOSER SIGNATURE AND CERTIFICATION**

I certify that this proposal is made without prior understanding, contact, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I affirm that there is no relationship between Proposer and a member of the Boys & Girls Club of Southeast Georgia, employee or elected member. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer. FURTHER, it is the Boys & Girls Club of Southeast Georgia’s policy that our employees and agents shall not accept from customers, contractors, and suppliers of property, goods, or services; or from other persons, any gifts, benefits, or unusual hospitality that may in any way tend to influence or have the appearance of influencing them in the performance of their jobs.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date



## 1. DEBARMENT AND SUSPENSION VERIFICATION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

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

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Board if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

## 2. CONTRACT TERM CLAUSES

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

**Contract Renewal.** The Board shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the Board, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the Board and the Contractor.

**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 Board may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the Board a continuous supply of the identified goods and services.

## 3. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to 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. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

#### **4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CLAUSES**

##### **a. Immediate Termination.**

This Contract will terminate immediately and absolutely if the Board determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Board cannot fulfill its obligations under the Contract, which determination is at the Board's sole discretion and shall be conclusive. Further, the Board 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;
- (ii) The Board 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 bidders process which is materially false, deceptive, incorrect or incomplete.

##### **b. Termination for Cause.**

The occurrence of any one or more of the following events shall constitute cause for the Board 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 Board'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 Board 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 performance of the Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or the Boys & Girls Club of Southeast Georgia law or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Board 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, Glynn County Board of Education and State 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 Board to liability, as determined in the Board's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Board, or a third party.

**c. Notice of Default.**

If there is a default event caused by the Contractor, the Board shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Board'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 Board 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.

**d. Termination for Convenience.**

Following thirty (30) days' written notice, the Board 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 Board up to and including the date of termination.

**e. Termination Due to Change of Law.**

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

**f. Payment Limitation in Event of Termination.**

In the event of termination of the Contract for any reason by Board, the Board 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 Board 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 Board under the Contract in the event of

termination. The Board 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 Board, 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 Board may require;
- (ii) Immediately cease using and return to the board, any personal property or materials, whether tangible or intangible, provided by the Board to the Contractor;
- (iii) Comply with the Board'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 Board, 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 Board any payments made by the Board for goods and services that were not delivered or rendered by the Contractor.

**5. HUB STATEMENT (7CFR3016.36(e))**

It is the intent of the Boys & Girls Club of Southeast Georgia to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

**6. 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.

**7. 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).

**8. CLEAN AIR/ CLEAN WATER STATEMENT (contracts in excess of \$150,000)**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the Board of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

**9. CIVIL RIGHTS STATEMENT**

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

**10. RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Boys & Girls Club of Southeast Georgia, throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the Board, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Boys & Girls Club of Southeast Georgia 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.

**11. BID PROTEST PROCEDURES**

Protests: A protest shall comply with and be resolved according to (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A

protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- \_ the name, address, and telephone number of the protestor;
- \_ the signature of the protestor or an authorized representative of the protestor;
- \_ Identification of the purchasing agency and the solicitation or contract number;
- \_ a detailed statement of the legal and factual grounds of the protest including copies of relevant documents:
- \_ The form of relief requested

The Boys & Girls Club of Southeast Georgia shall in all instances disclose information regarding protests to State Agency.

## **12. NON-COLLUSION STATEMENT**

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

## **13. CODE OF CONDUCT**

Per regulation 7CFR3016.36(3) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

Boys & Girls Club of Southeast Georgia Code of Conduct:

The Purchasing Department staff or any other employee of the BGCSEGA shall not use their authority or office for personal gain and shall seek to uphold the standing of the purchasing profession by:

1. Maintaining an unimpeachable standard of integrity in all their business relationships both inside and outside the organizations in which they are employed;
2. Fostering the highest standards of professional competence among those for whom they are responsible;
3. Optimizing the use of resources for which they are responsible, so as to provide the maximum benefit to the BGCSEGA;
4. Rejecting and denouncing any business practice that is improper.

In applying these precepts, employees should follow the guidance set out below:

1. Declaration of Interest - Any personal interest which may either impinge or be deemed by others to impinge on employees' impartiality in any matter relevant to their duties should

- be declared to their employer.
2. Confidentiality and Accuracy of Information - The confidentiality of information received in the course of duty must be respected and not used for personal gain. Information given in the course of duty should be true and fair and not designed to mislead.
  3. Competition - The BGCSEGA maintains some advantage by continuing relationships with suppliers. However, any arrangement which might, in the long term, prevent the effective operation of fair competition, should be avoided.
  4. Business Gifts - To preserve the image and integrity of both the employee and the BGCSEGA, business gifts should be never be accepted.
  5. Promotion or Sale of Materials - With the exception of properly executed sales of surplus property including furniture, equipment, textbooks and vehicles, no employee or agent of the BGCSEGA shall, for compensation of any kind, promote, offer for sale or sell, directly or indirectly, any books or other teaching or learning materials, equipment, furniture, or other articles purchased by the BGCSEGA, to the BGCSEGA, staff, parent, or student enrolled in the school system.

Purchases from BGCSEGA members or companies in which the BGCSEGA member or a member of his immediate family has a controlling interest (51%) are prohibited. Purchases from employees or companies in which the employee, spouse, or children have a controlling interest (51%) and are in a procurement decision making role are prohibited. Purchases from companies in which a member of an employee's immediate family, other than spouse and children, has a controlling interest are permitted if the employee is not involved in a decision making role.

#### **14. COPYRIGHTS AND PATENTS**

The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts that are expected to exceed the simplified acquisition threshold.

#### **Patent Indemnity.**

The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the

Government of such supplies or construction work. This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to:

- (i) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
- (ii) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
- (iii) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

**Originality and Title to Concepts, Materials, and Goods Purchased.**

Contractor represents and warrants that any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States. As a "work made for hire", all copyright interests in said works will vest in the Department or Board upon creation of the copyrightable work. If any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases, or other material which produced under or as a result of this Contract are deemed by law not to be "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to the Department or Board. The Contractor shall ensure that all papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are clearly marked with a copyright notation indicating the Department or Board as the sole copyright owner. All rights and ownership of materials produced under or as a result of this Contract shall become the property of the Department or Board upon payment of consideration specified herein. All papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material prepared or prepared by the Contractor under the terms of this Contract shall be delivered to, become and remain the property of the Department or Board upon termination or completion of this Contract.

The Department's requirements and regulations are applicable pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract and requirements and regulations pertaining to copyrights and rights in data.

**15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and in excess of \$100,000 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 VFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in



excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**16. LOBBYING CERTIFICATE (contracts in excess of \$100,000)**

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 under-signed, 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.
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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

*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.

**A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Form attached.**

**17. DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

**18. EXCEPTIONS TO TERMS AND CONDITIONS**

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

**LOBBYING FORM & DISCLOSURE**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

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

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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.

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Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-00046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                 |                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1. Type of Federal Action</b></p> <p><input type="checkbox"/> a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>2. Status of Federal Action</b></p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p>b. Initial award</p> <p>c. Post-award</p> | <p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. Initial Filing</p> <p>b. Material changes</p> <p>For Material Change Only:</p> <p>Year: _____ Quarter: _____</p> <p>Date of last report: _____</p> |
| <p><b>4. Name and address of reporting entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Sub-Awardee</p> <p style="margin-left: 100px;">Tier _____, if known</p> <p><b>Congressional District</b>, if known _____</p>                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                 | <p><b>5. If Reporting Entity in No. 4 is Sub-Awardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District</b>, if known: _____</p>                                                            |
| <p><b>6. Federal Department/Agency:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>7. Federal Program Name/Description:</b></p> <p><b>CFDA Number</b>, if applicable: _____</p>                                              |                                                                                                                                                                                                                 |
| <p><b>8. Federal Action Number</b>, if known:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p><b>9. Award Amount</b>, if known:</p>                                                                                                        |                                                                                                                                                                                                                 |
| <p><b>10. a. Name and address of Lobbying Entity:</b></p> <p><i>(if individual, last name, first name, MI)</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>10. b. Individuals Performing Services:</b> <i>(including address if different from No. 10a)</i></p>                                      |                                                                                                                                                                                                                 |
| <p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> |                                                                                                                                                 | <p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No:</b> _____</p> <p><b>Date:</b> _____</p>                                                           |
| <p><b>Federal Use Only</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                 | <p>Authorized for local reproduction<br/>Standard Form – LLL (Rev. 7/97)</p>                                                                                                                                    |

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

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

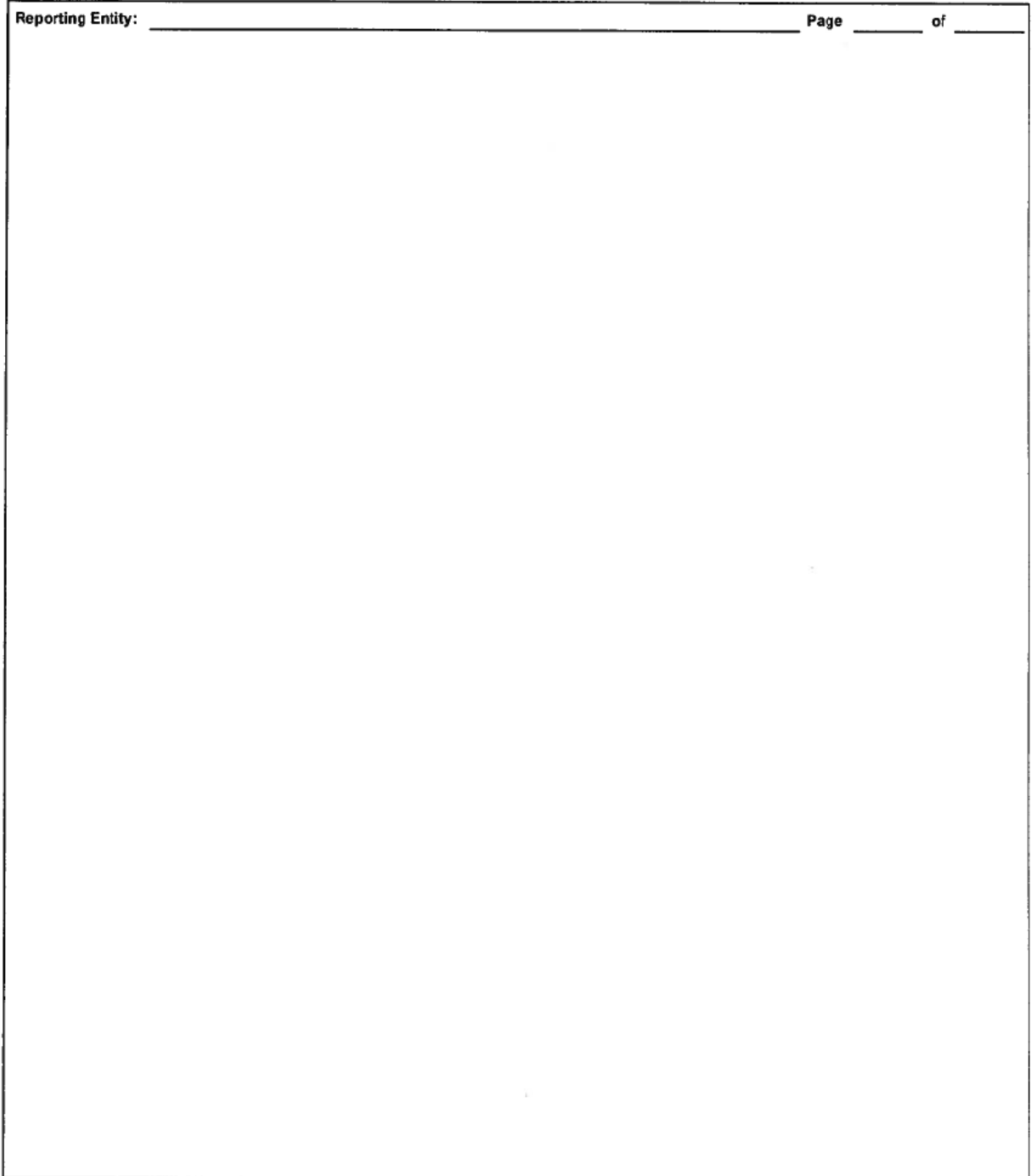
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 check "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all Boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a Collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0345-0046. The time required to complete this information is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0340-0040

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



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