

## REQUEST FOR PROPOSALS (ACFB R23-1)

### I. Introduction

The Atlanta Community Food Bank (“ACFB”) seeks proposals from potential vendors interested in supplying the ACFB with food and related supplies. The ACFB’s intent is to enter into an Indefinite Delivery and Quantity Contract for the proposed goods with one or more qualified vendors. A qualified vendor is an Offeror achieving the minimum required score on the evaluative criteria found in this Request for Proposals (“RFP”), satisfying the other requirements found in this RFP, and also meeting the requirements for a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement in accordance with the requirements of 2 C.F.R. § 200.318.

Potential vendors desiring to enter into an Indefinite Delivery and Quantity Contract to supply the ACFB are called an “Offeror” in this RFP. To be considered for a contract under this RFP, Offerors should carefully read this document and all attachments and referenced items. This RFP and the associated documents identify the goods sought by the ACFB, contain the instructions for preparing and submitting a proposal, and explain the process by which the ACFB will award a contract (although the ACFB reserves the right to reject any and all proposals and not to award any contract). Each Offeror must complete and submit the attached “Proposal” that follows page seven (7) of this Request for Proposals along with all required information and additional documentation.

### II. Goods Sought

#### A. Generally

The ACFB seeks a vendor or vendors for the following 20 categories of food items and related supplies: [See Appendix A for details](#). Offerors may propose to supply the ACFB with all or a portion of these categories or all or a portion of individual categories. Each Offeror should identify in its proposal all items or categories that it does not supply or that it does not want to supply to ACFB. Given the ACFB’s intent to enter into an Indefinite Delivery and Quantity Contract with one or more vendors, the ACFB may enter into a contract for fewer of the items or categories proposed by an individual Offeror or may elect not to enter into a contract for any or all items or categories originally sought if the ACFB determines that the terms proposed are not advantageous to the ACFB.

#### B. Domestic Preference

If awarded a contract under this RFP, in fulfilling its obligations to supply the ACFB under such contract, the Offeror must adhere to the domestic preference provision found at 2 C.F.R. § 200.322, which provides to the greatest extent practicable a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States in connection with programs funded through federal financial assistance awards. The Offeror must be able to provide the ACFB product label information that clearly shows country of origin for all items supplied. For items

that do not have country of origin labels, the Offeror must provide the ACFB with certification of domestic origin.

### III. General Conditions

#### A. No Collusion

By submitting a proposal, each Offeror represents and certifies that the prices in the Proposal were arrived at independently and without consultation, communication or agreement, for the purpose of restricting competition, with any other Offeror or competitor. Each Offeror further represents and certifies that, unless otherwise legally permitted, the prices that have been included in its Proposal have not been disclosed knowingly by the Offeror and will not knowingly be disclosed by the Offeror before the RFP's submission deadline to any other Offeror or competitor. In addition, each Offeror represents and certifies that the Offer has not and will not make any attempt to induce any person or business either to submit or not to submit a Proposal in connection with this RFP.

#### B. Prohibited Communications

No Offeror may communicate in any form (whether written, oral, or electronic) directly or indirectly with any director, officer, employee, or agent, of the ACFB for the purpose of influencing the selection or rejection of any Offeror or prospective vendor or otherwise to circumvent the selection process described in this RFP. However, an Offeror may communicate with designated employees or agents of the ACFB for purposes specifically allowed under the terms of this RFP or otherwise allowed under the ACFB's policies. Failure to adhere to these restrictions may result in disqualification of the Offeror and rejection of the Offeror's Proposal. Any violations of these restrictions should be reported to Michele Gear at [rfp.questions@acfb.org](mailto:rfp.questions@acfb.org).

#### C. No Gratuities or Favors

No Offeror will promise or provide any gratuities, favors, or anything of monetary value to any director, officer, employee, or agent of the ACFB for the purpose of influencing the consideration of the Offeror's Proposal in connection with this RFP. No director, officer, employee, or agent of the ACFB will solicit any gratuities, favors, or anything of monetary value from any Offeror. Any violations of these restrictions should be reported to Michele Gear at [rfp.questions@acfb.org](mailto:rfp.questions@acfb.org).

#### D. Proposal as Offer

The ACFB will consider any Proposal submitted as an offer on the part of the Offeror. In case of a default on the part of the Offeror after acceptance, the ACFB may take such action as it deems appropriate, including legal action for damages or lack of required performance.

#### E. Withdrawal

By written request to Elle Semrau at [rfp.purchase@acfb.org](mailto:rfp.purchase@acfb.org), an Offeror may withdraw from the RFP process at any time before the deadline for submission of Proposals. After the deadline for submission of a Proposal in response to this deadline, an Offeror may not withdraw a Proposal for a period of sixty (60) days after such deadline.

#### F. Compliance with Laws

Offeror will obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance, and comply with any and all other standards or regulations required by Federal, State, county, or municipal statutes, ordinances, and rules during the performance of any contract between the ACFB and the Offeror. Any requirement specifically included in any contract between the ACFB and the Offeror will be considered as a supplement to (and not as a substitute for) this section.

#### G. Period of Performance

This RFP seeks to establish one or more contracts with a period of performance ending no later than December 31, 2026, unless agreed otherwise or terminated early.

#### H. Silence

The apparent silence of this RFP and any supplemental specifications as to any detail or the omission of a detailed description as to any point will be regarded as meaning that only the best commercial practices are to prevail.

#### I. Proposal Costs

The Offeror is responsible for all costs associated with the preparation and submission of its Proposal and with participation in the RFP process. Offeror should not include any such costs in its Proposal. The Offeror will not be reimbursed for such costs under any circumstances.

#### J. Insurance

The Offeror, if awarded a contract under the RFP, must secure and maintain, at its sole expense, throughout the term of the contract, insurance necessary to cover its performance under the contract. The Offeror accepts full responsibility for identifying and determining the types and extent of insurance necessary to provide reasonable financial protections for itself and the ACFB provided that the Offeror maintains the minimum coverages required under such contract. The minimum coverages required under the contract will be: (a) Commercial General Liability Insurance (including bodily injury, property damage, blanket contractual, and personal injury, including, but not limited to, coverage for claims for personal injury or property damage resulting from the consumption of Offeror's food products) with limits of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate; (b) Commercial Automobile Liability Insurance (including owned, non-owned, leased, and hired motor vehicle

coverage) with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$2,000,000.00 in the aggregate; (c) Worker's Compensation Insurance at the appropriate statutory limits; and (d) Umbrella Liability Insurance with limits of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate. THE OFFEROR MUST SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE COVERAGE MINIMUMS WITH ITS PROPOSAL.

#### K. Discussions with Offeror

The ACFB may hold discussions with an Offeror submitting an acceptable or potentially acceptable Proposal. Those purpose of such discussions are: (a) to promote understanding of the Offeror's Proposal in relation to the ACFB's needs, and (b) to facilitate the negotiation of a contract most advantageous to the ACFB when considering the criteria and other requirements of the RFP.

#### L. Errors or Omissions

Offerors or their authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting Proposals. Failure to do so will be at the Offeror's own risk.

#### M. Cancellation for Default

Should Offeror be awarded a contract but fail to fulfill its obligations in an effective and timely manner, the ACFB will have the right to terminate the contract by specifying the date of termination in a written notice of cancellation. Cancellation will become effective on the date as specified in the notice of cancellation to the vendor. The ACFB also reserves the right to procure the good or goods from other sources and hold the defaulting vendor responsible for any additional costs incurred.

#### N. Future Performance

It is the policy of the ACFB to evaluate the performance of its vendors during the course of performance. The ACFB will evaluate each successful Offeror awarded a contract under this RFP over the duration of the contract period. The ACFB will document performance, and poor performance may result in the vendor being disqualified from consideration for future contracts.

### IV. Evaluative Criteria

Each Proposal will be evaluated on the following criteria: responsiveness to the request, diversity, experience, financial stability, quality/safety, reputation, timeliness (speed of delivery), prior performance, and price. An explanation of each criterion and instructions for submitting information required to evaluate that criterion are provided below. Offerors should carefully review each explanation. The information that the Offeror must submit for each criterion is listed with the corresponding explanation. The weight that the ACFB will give to each criterion is also listed with the explanation for that criterion.

#### A. Responsiveness to the Request

Each Offeror will be evaluated on the completeness of the Offeror's Proposal in response to the RFP and the extent to which the Offeror followed the instructions and other requirements specified in the RFP and accompanying Notice. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### B. Diversity

The ACFB is required to comply with 2 C.F.R. § 200.231, and all contractors of the ACFB must also comply with 2 C.F.R. § 200.231. The Offeror should include in its Proposal a statement regarding its status as a small business, minority business, women's business enterprise, labor surplus area firm, or other diverse or historically under-represented business. An Offeror claiming small business, minority business, women's business enterprise, labor surplus area firm, or other diverse or historically under-represented business status must include any supporting documentation (such as certifications from appropriate authorities). Each Offeror should describe in its Proposal its efforts to comply with the requirements of 2 C.F.R. § 200.231 in its contracting and subcontracting. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### C. Experience

Each Offeror will be evaluated on its experience as a supplier of the goods required under this RFP. The Offeror must include in its Proposal a statement describing its relevant history, including dates and predecessors. The statement should include years in business as of the date of the Proposal. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### D. Financial Stability

Each Offeror will be evaluated for financial stability based on its most recent financial statements. Each Offeror must include with its Proposal a copy of its financial statements for the most recently completed fiscal year and a copy of its current fiscal year financial statements to date [no more than sixty (60) days prior to the date of the Proposal]. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### E. Quality/Safety

Each Offeror will be evaluated on the quality and safety of its products. To evaluate quality and safety, each Offeror must list any recall (voluntary or involuntary) of its products with the last thirty-six (36) months prior to the date of the Proposal. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### F. Reputation

Each Offeror will be evaluated on its industry reputation. Each Offeror must submit at least three (3) customer or other industry references with its Proposal. However, at least one (1) reference must be a current customer [i.e., a customer that has made a purchase from the Offeror within

twelve (12) months of the date of the proposal]. An Offeror may also include a list of awards or other commendations received by it or its products within the last thirty-six (36) months prior to the date of the Proposal. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### G. Timeliness

Each Offeror will be evaluated for timeliness based on estimated delivery time. The estimated delivery time is the estimated delivery time for the items in the Representative Market Basket found in the Appendix to the Proposal. For each item in the Representative Market Basket for which the Offeror provides a price, the Offeror must provide an estimated delivery time as of the date of the Proposal. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### H. Prior Performance

Each Offeror will be evaluated on its prior performance as a vendor to the ACFB. For an Offeror that is not a current or former vendor to the ACFB, the Offeror will be evaluated based on references from current customers. An Offeror that is not a current or former ACFB vendor must include at least two (2) additional references from current customers [customers that have made a purchase from the Offeror within twelve (12) months of the date of the Proposal]. These customer references are in addition to the references required to evaluate reputation. An Offeror may be awarded a maximum of ten (10) points for this criterion.

#### I. Price

Each Offeror will be evaluated for price based on the items listed in the Representative Market Basket in the [Appendix A](#). As part of its Proposal, each Offeror should list its most favorable price for each item that it sells. However, an Offeror is not required to submit a price for items that it does not want to supply to the ACFB. If the Offeror does not sell a particular item or class of items, the Offeror should make a note in its Proposal that it does not sell the item or items. An Offeror may be awarded a maximum of twenty (20) points for this criterion.

#### V. Basis of Contract Award

##### A. Selection

The ACFB will select the Offeror or Offerors that the ACFB determines to be fully qualified under the criteria in this RFP and to have submitted, in the opinion of the ACFB, the best Proposal or Proposals. Each proposal will be evaluated by multiple evaluators. To be considered fully qualified, an Offeror must have an average score (across all evaluators) of at least seventy (70) points under the evaluative criteria and must satisfy all other criteria and conditions in this RFP. In addition, any Offeror selected must also satisfy the criteria for a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement in accordance with the requirements of 2 C.F.R. § 200.318.

## B. Negotiations

Negotiations may be conducted with the Offeror or Offerors selected by the ACFB. It is the ACFB's intention to award contracts to multiple Offerors under this RFP. An award will result in a contract incorporating all the requirements, terms, and conditions, of the RFP and the Offeror's Proposal as negotiated.

## C. No Minimums

The ACFB will not be obligated to place any minimum dollar amount of orders or any minimum number of orders under any contract awarded. The purchase of goods by ACFB from any vendor will be dependent upon the needs and requirements of the ACFB.

## D. Not Exclusive

Contracts awarded under this RFP are not exclusive and award of a contract will not preclude the ACFB from issuing solicitations or requests or negotiating or awarding other contracts for similar goods.

## VI. Disclaimers

The ACFB reserves the right to reject all Proposals or any Proposal that is nonresponsive or not responsible and to waive technicalities and informalities. The ACFB reserves the right to re-advertise or terminate this RFP for any reason at any time before the ACFB awards a contract. The ACFB further reserves the right to cancel, recall, or reissue all or any part of this RFP at any time.

**PROPOSAL (ACFB R23-1)**

Complete all parts of this Proposal and make sure to attach all requested documents before submitting the completed Proposal as instructed in the Notice.

**Offeror Name:** \_\_\_\_\_

**Contact Information**

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

Title: \_\_\_\_\_ Suite: \_\_\_\_\_

Telephone: \_\_\_\_\_ City: \_\_\_\_\_

Fax: \_\_\_\_\_ State: \_\_\_\_\_

Email: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Remittance Address**

Same as Above (check)?: \_\_\_\_ Yes or No \_\_\_\_ If "No" provide remittance address below

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Person Completing Proposal**

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Tax Information**

Federal Tax Identification Number (EIN or SSN): \_\_\_\_\_

Did you complete and attach W-9 (check)?: \_\_\_\_ Yes or No \_\_\_\_ (Submit W-9 with Proposal)

*Federal Tax Classification (Check Appropriate Classification):*

Individual/sole proprietor \_\_\_\_ C Corporation \_\_\_\_ S Corporation \_\_\_\_ Partnership \_\_\_\_

LLC \_\_\_\_ Enter tax classification (C=C corporation, S=S corporation, P=partnership) \_\_\_\_

Other (please list): \_\_\_\_\_



### **Personal Relationship Disclosure**

Does Offeror, any of Offeror's principals, or the person completing this Proposal have any family, personal, or business relationships with any individuals currently employed with the ACFB or otherwise engaged with the ACFB (i.e., Board of Directors)?

Please check: \_\_\_\_ Yes or No \_\_\_\_

If "Yes," describe relationship: \_\_\_\_\_

### **Experience and History**

How long has the Offeror been in business (including direct predecessors)? \_\_\_\_\_

How long has the Offeror operated in its current form (entity type and name)? \_\_\_\_\_

In the space below, describe the Offeror's history and experience as a food supplier. Include names of any predecessors and dates. In addition to describing Offeror's general history, also describe the Offeror's experience supplying food banks specifically. Attach a continuation sheet if necessary.

### Diversity

Is the Offeror a diverse or historically under-represented business (check)?: \_\_\_\_ Yes or No \_\_\_\_  
If "Yes," check all that apply.

*Small Business* \_\_\_\_      *Minority Business* \_\_\_\_      *Women's Business Enterprise* \_\_\_\_

*Labor Surplus Area Firm* \_\_\_\_      *Other (explain):* \_\_\_\_\_

If Offeror checked any of the above, explain the basis for Offeror's status as a diverse or historically under-represented businesses in the space below. Attach a continuation sheet if necessary.

*Attach supporting documentation.* Is documentation of Offeror's status as a diverse or historically under-represented business attached (check)?: \_\_\_\_ Yes or No \_\_\_\_

Does Offeror comply with the requirements in 2 C.F.R. § 200.231 regarding taking all necessary affirmative steps to ensure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used when possible (check)?: \_\_\_\_ Yes or No \_\_\_\_

Describe Offeror's efforts at compliance with 2 C.F.R. § 200.231 in the space below. Attach a continuation sheet if necessary.

**Financial Information**

The Offeror must provide financial statements for the most recently completed fiscal year as well as financial statements for the current fiscal year to date [but not dated more than sixty (60) days before the date of this Proposal]. If the financial statements for the most recently completed fiscal year were audited, Offeror must also include a copy of the audit report.

Are financial statements attached for last completed fiscal year (check)?:  Yes or No

Were financial statement for last completed fiscal year audited (check)?:  Yes or No

If “Yes” to above, is copy of audit report attached (check)?:  Yes or No   
If audit report is not attached, explain why (e.g., audit not completed): \_\_\_\_\_

Are current year-to-date financial statements attached (check)?:  Yes or No

**Safety/Quality**

Have there been any recalls (whether voluntary or involuntary) of the Offeror’s products with the thirty-six (36) months prior to submission of this Proposal (check)?:  Yes or No

If “Yes,” describe each recall in the space below. Attach a continuation sheet if necessary.

**Awards or Commendations**

Offeror may attach a list or copies of awards or other commendations received by it or its products within the last thirty-six (36) months prior to the date of the Proposal that Offeror wants considered in evaluating industry reputation.

Are any awards or commendations listed or attached (check)?;  Yes or No

**Payments/Credit References**

Payment Terms: \_\_\_\_\_

*Credit References*

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email/Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email/Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email/Phone: \_\_\_\_\_

**Other References**

Each Offeror must list its references for the Industry Reference evaluative criterion of the RFP. This is in addition to (and not in place of) the above credit references. At least one (1) Industry Reputation Reference must be a current customer [i.e., a customer that has made a purchase from the Offeror within twelve (12) months of the date of the Proposal].

*Industry Reputation References*

Reference 1 (Name): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Reference Type (circle): Customer or Other Industry

Reference 2 (Name): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Reference Type (circle): Customer or Other Industry

Reference 3 (Name): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Reference Type (circle): Customer or Other Industry

*Additional References*

Is Offeror a current or former ACFB vendor (check)?: \_\_\_\_ Yes or No \_\_\_\_

If “No,” complete this Additional References section.

Offerors that are not current or former ACFB vendors must supply additional customer references for evaluation of prior performance. References must be current customers [i.e., customers that have made a purchase from the Offeror within twelve (12) months of the date of the proposal]. A minimum of two (2) additional references is required. Offerors that are current or former ACFB vendors do not need to list additional customer references but may if they want.

Reference 1 (Name): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Reference Type: Current Customer (Required)

Reference 2 (Name): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Reference Type: Current Customer (Required)

**Awards or Commendations**

Offeror may attach a list or copies of awards or other commendations received by it or its products within the last thirty-six (36) months prior to the date of the proposal that Offeror wants considered in evaluating industry reputation.

Are any awards or commendations listed or attached (check)?: \_\_\_\_ Yes or No \_\_\_\_

**Insurance**

The Offeror must submit with the Offeror’s Proposal proof of insurance coverage (types and limits) as required in the Request for Proposals. (See Section III-J.)

Does Offeror satisfy all insurance coverage requirements (check)?: \_\_\_\_ Yes or No \_\_\_\_

Is a current certificate of insurance attached (check)?: \_\_\_\_ Yes or No \_\_\_\_

## Pricing and Delivery

**The Offeror must complete the Representative Market Basket in the Appendix B for each category or item that Offeror wants to supply to the ACFB.** Offeror should enter the price that represents the Offeror's most favorable price at the time that Offeror submits its Proposal. Offeror should also include an estimated delivery time (based on delivery from the time of submission of Offeror's proposal). If the Offeror does not want to supply the ACFB with a particular item, the Offeror is not required to submit a price and should not complete that item but should mark it "N/A" instead.

Has Representative Market Basket spreadsheet been completed (check)?: \_\_\_\_ Yes or No \_\_\_\_  
**(Remember to include both pricing and delivery information when completing the Representative Market Basket spreadsheet.)**

## Certifications

By submitting this Proposal, the Offeror is making the following certifications as part of its Proposal and assures that it is and will remain in compliance with the conditions contained in these certifications.

### *Lobbying Certification*

By submitting a proposal, the Offeror certifies, to the best of its knowledge, 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 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 Offeror 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### *Access to Records*

If awarded a contract under this RFP, the Offeror agrees to provide the ACFB, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Offeror agrees to permit any of the foregoing parties or their authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Offeror agrees to provide the foregoing parties or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### *Disadvantaged Firms*

If awarded a contract under this RFP, the Offeror must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and, (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. The Offeror further agrees to include a provision requiring such compliance by all subcontractors in its lower tier transactions and requiring that all subcontractors further flow down such compliance by including the same provision in their lower tier transactions.

#### *Compliance with Federal Law*

Offeror acknowledges that Federal financial assistance will be used to fund all or a portion of the contract. The Offeror will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

#### *Federal Program Fraud and False Statements*

The Offeror acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror's actions pertaining to any contract entered into under this RFP.

### *Federal Government Not Party*

The Federal Government is not a party to any contract entered into under this RFP and is not subject to any obligations or liabilities to the ACFB, Offeror, contractor, or any other party pertaining to any matter resulting from any contract.

### *Equal Employment*

During the performance of any contract entered into under this RFP, the Offeror agrees as follows:

(1) The Offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Offeror will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Offeror will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

### *Suspension and Debarment*

This project is a covered transaction for purposes of 2 C.F.R. pt. 180. As such, the Offeror is required to verify that neither the Offeror, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Offeror must comply with 2 C.F.R. pt. 180, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters. The Offeror hereby certifies that neither the Offeror nor any of its principals or affiliates is presently excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935) or proposed for suspension or debarment or otherwise declared ineligible for the award of contracts by any Federal agency. The Offeror agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, throughout the period of any contract. The Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions. This certification is a material representation of fact relied upon by the



ACFB. If it is later determined that the Offeror did not comply with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to the ACFB, the Federal Government may pursue available remedies, including but not limited to suspension and debarment.

The undersigned is an authorized representative for the Offeror named above and hereby certifies that the information contained in this Proposal is accurate and complete.

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Offeror

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Offeror's Representative

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Title

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Printed Name

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Date