



**Vendor Services Department**

Procurement: School Nutrition  
 1701 Mountain Industrial Boulevard  
 Stone Mountain, Georgia 30083

**REQUEST FOR PROPOSAL (RFP) 25-20**  
**School Nutrition Sanitation Training Services and Materials**  
**Schedule of Events**

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	August 8, 2024	N/A	<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
Pre-Proposal Conference	August 22, 2024	11:00 AM	Via Microsoft Teams ( <b>registration required</b> )
Mandatory Site Visit (if applicable)	N/A	N/A	N/A
IonWave Demo Virtual Session- <i>(Optional)</i>	August 22, 2024	11:00 AM	Via Microsoft Teams ( <b>registration required</b> )
Deadline to Submit Questions (Q&A)	August 27, 2024	12:00 PM	<a href="mailto:solicitationquestions@dekalbschoolsga.org">solicitationquestions@dekalbschoolsga.org</a>
Q&A Deadline Responses	September 3, 2024	4:30 PM	<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
Submission Deadline	September 10, 2024	2:00 PM	<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
Sample Submission Deadline	September 10, 2024	2:00 PM	Deliver to School Nutrition
Virtual Public Acknowledgement	September 10, 2024	3:00 PM	Via Microsoft Teams ( <b>Registration required</b> )

**SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>**

**DeKalb County School District Solicitation Contact Person:**  
*Fred Christopher, Procurement Manager III, Non-Capital*  
**(678) 676- 0217 and/or email at [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org)**



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

# **REQUEST FOR PROPOSAL**

## **RFP 25-20**

### **SCHOOL NUTRITION SANITATION SERVICES & MATERIALS**

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DeKalb County School District (“DCSD”) extends this offer to submit a proposal for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

**Format and Submission of Proposals**

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

The format requirements for RFP responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror’s proposal, and facilitate an efficient and comprehensive evaluation of all responses. Proposals must comply with the specifications and detailed instructions stated in this RFP document, be signed by the certifying company official, and be presented to the DCSD Purchasing Department according to the detailed instructions stated in this document.

- RFP responses must be submitted electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>.
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFP document. Each separate bullet point must be addressed individually. A response that does not adhere to a “point-by-point” format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all the required information may be disqualified.

**All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.**

Time is of the essence. Specify your earliest \_\_\_\_\_ and latest \_\_\_\_\_ service commencement dates after receipt of award letter.

**Approval by the DeKalb County Board of Education**

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

**Funding Provisions**

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

**Compliance with Requirements**

Offeror must indicate below whether or not their proposal is in complete compliance with the stated requirements. If there are any deviations from these requirements, offeror must indicate in writing what the exact deviations are and what actual services will be provided. Attach and label additional sheets if necessary.

\_\_\_ Proposal is in complete compliance with proposal requirements.

\_\_\_ Proposal deviates from stated requirements as follows:

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**Cancellation**

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the RFP requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

**Fiscal Year Funding Implications**

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.

This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

**Payment to Successful Vendor(s)**

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at:

<https://www.dekalbschoolsga.org/purchasing/>.

**Rights Reserved**

DCSD reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

DCSD reserves the right to request and negotiate a "best and final" response from offerors.

**Taxes**

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

**F.O.B. Delivery**

All prices are to be F.O.B. delivery to various DCSD locations.

**Estimated Quantities**

The quantities shown in this RFP document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

**Exclusions of Trade Usages**

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code ("UCC") as adopted by the State of Georgia shall have the same definition set forth in the UCC on the date of this agreement.

**Conditional Proposals**

Provisions within this RFP that are conditional (e.g., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will be invalid and shall not be enforceable. Provisions within this RFP which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be invalid and the original instructions, conditions, or specifications within this RFP shall control. If any terms and conditions of the RFP contradict or come into conflict with the terms and conditions of this RFP then the terms and conditions of this RFP shall control unless such provision is specifically accepted by DCSD in writing.

**Offeror Failure**

In the event services to be furnished by the successful offeror should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful offeror to perform contracted services may also result in the removal of that offeror from doing business with DCSD for a period of not less than one year.

**Georgia Open Records Act**

All proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

**No Assignment of Award**

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

**The Laws of the State of Georgia**

This RFP and subsequent agreement are subject to the laws of the State of Georgia.

**2 CFR 200.322(a)****§ 200.322 Domestic preferences for procurements.**

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

**Additional Terms**

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

**ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD IONWAVE WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:**

<https://dekalbschoolsga.ionwave.net/Login.aspx>

## PART 1 BACKGROUND AND INFORMATION

### **A. Objectives**

The DeKalb County School District (DCSD) is seeking proposals from qualified offerors with professional qualifications, technical competence, and specialized experience to provide sanitation training and materials as outlined in the scope of work in Part III of this RFP.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide sanitation training and materials, in accordance with the requirements of this RFP. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

### **B. General Information**

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

### **C. Procurement Process**

The procurement will be on a formally advertised basis. Proposals must be responsive to all aspects of this RFP.

### **D. Addenda**

It is the responsibility of offerors to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of offerors to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission. Click on the following link to the Purchasing Bulletin Board:

<https://dekalbschoolsga.ionwave.net/Login.aspx>

**E. Proposal Contact Person**

The assigned contact person for offerors is Fred Christopher, Procurement Manager III, Non-Capital. Mr. Christopher can be reached at (678) 676-0217 or by email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org).

**F. Prohibited Contact(s)**

Except with the consent of the proposal contact person, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

**Board Member Communication with Prospective Vendors**

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

**G. Virtual Session**

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on **Thursday, August 22, 2024, at 11:00 AM EST.**

Those who would like to attend the virtual session, must register no later than **Wednesday, August 21, 2024, by 11:00 AM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "Virtual Session – RFP 25-20 School Nutrition Sanitation Services & Materials" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Thursday, August 22, 2024, by 10:00 AM EST**. (*Attendance is not mandatory.*)

**H. Virtual Pre-Proposal Conference**

All prospective offerors are invited to attend a Virtual Pre-Proposal Conference. The pre-proposal conference will be held on **Thursday, August 22, 2024, at 11:00 AM EST via Microsoft Teams.**

Offerors must pre-register to attend. When registering your attendance, please enter "Pre-Proposal Conference - RFP 25-20 School Nutrition Sanitation Services & Materials" in the subject line of your email.

Submit to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org) by **3:00 PM EST, Wednesday, August 21, 2024.**

The following information must be included in your request:

- Individual Name and Title
- Company Name
- Telephone Number
- Email Address

If more than one individual from your company is attending, please submit information on all attendees. The sign-in sheet for the pre-proposal conference will be compiled using this information and will be posted to the DCSD website within two (2) business days after the pre-proposal meeting. A link will be sent to all registrants to attend in the virtual conference no later than **10:00 AM EST, Thursday, August 22, 2024.**

***I. Questions and Answers***

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions, all questions shall be submitted electronically to: <https://dekalbschoolsga.ionwave.net>. Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **Monday, August 27, 2024, at 12:00 PM EST**. Questions received after the deadline will not be considered.

All questions received by the deadline shall be answered in writing and both the questions and answers will be posted to the website <https://dekalbschoolsga.ionwave.net> no later than **Tuesday, September 3, 2024, at 4:30 PM EST**. Responses to questions will not be posted on official DCSD holidays.

<https://dekalbschoolsga.ionwave.net/Login.aspx>

***J. Proposal Submission Deadline***

Submittals responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

***All potential offerors must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.***

Proposals in response to this RFP must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00PM, Tuesday, September 10, 2024**. Proposals received after the stated deadline will not be considered.

***K. Virtual Public Acknowledgement***

The public acknowledgment will be held virtually through **Microsoft Teams on Tuesday, September 10, 2024, at 3:00 PM EST**. Those who would like to attend the acknowledgement, please register no later than **Monday, September 9, 2024, by 4:00 PM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "**Public Acknowledgement - RFP 25-20 School Nutrition Sanitation Services & Materials**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Thursday, September 10, 2024, by 10:00 AM EST**.

## PART II

# GENERAL REQUIREMENTS

### **A. Offeror Performance**

The successful offeror is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Specifications contained herein and in the successful response will become contractual obligations if an award ensues. Failure of the offeror to fully perform these obligations may result in the cancellation of the award and contract.

DCSD will look to the offeror and his/her identified personnel to coordinate and deliver the services described in this RFP. The services shall not be delegated to sub-offerors or assigned to any third party.

### **B. News Release**

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

### **C. Non-Discrimination**

DCSD does not discriminate based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

### **D. Drug-Free Workplace**

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

### **E. Smoke-Free Workplace**

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

### **F. Costs Incurred**

DCSD is not liable for any costs incurred by an offeror in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the offeror in preparing and/or submitting a response to this RFP and interviewing with DCSD (if requested) shall be the sole responsibility of the offeror and shall not be reimbursed by DCSD.

There is no guarantee of any offeror receiving an award as a result of submitting a response to this RFP.

### **G. Insurance**

**Certificate of Insurance and/or ACORD Form is required with solicitation submittal and required upon award. Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".**

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this RFP) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

(2) Offeror is required to maintain the following insurance coverage during the term of this agreement:

(a) Workers Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.

(b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.

(c) Automobile Liability Policy to include but not be limited to liability coverage on any

owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis (excepting (e) above)

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

(iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

(i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

(ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.

(iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).

(iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

(v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFP).

(h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

#### **H. Indemnification**

- 1) The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this RFP), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
- 2) The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

#### **I. Illegal Immigration Reform and Enforcement Act of 2011**

**Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".**

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e., public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

**Offerors must complete and/or have their subcontractors complete the following forms:**

- 1) Immigration and Security Certification
- 2) Offeror E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)

- 4) Subcontractor Affidavit (Subcontractor Only); and
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

\_\_\_\_\_ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

#### **J. Interviews**

DCSD reserves the right to require offerors to participate in one or more interviews with DCSD board members and/or staff. Offerors must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. All qualifying offerors maybe required to give a product and training presentation for evaluation of the service program. There are to be no presentations, individually or collectively, without such invitation.

#### **K. Contract Terms**

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about November 2024. The initial contract duration shall be one (1) year from the contract execution date.** The contract may contain **four (4) years renewal options** contingent upon DCSD's offer of such extension, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

A contract is attached which includes all of the terms and conditions that the offeror must affirm and comply. **Refer to Attachment N, Sample Service Agreement for Non-Capital Professional Services.** Please review DCSD's attached contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions attached to this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the offeror.

***L. Permits and Applicable Laws***

By submitting a proposal, offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal.

If an offeror takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the offeror's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

Offerors shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Offerors shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Offerors shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Offerors shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

***M. Infringement***

Offeror shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the offeror's response to this RFP or services performed upon contract award. Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

***N. Ownership Rights***

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by offerors to this RFP.

***O. Non-Collusion***

**Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"**  
Offerors shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, offerors guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

***P. Conflict of Interest***

**Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".**  
Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

**Q. Financial Stability**

Upload this documentation under the Response Attachment tab via IonWave titled “FINANCIAL STATEMENTS”.

1. Offerors shall provide a copy of their company’s audited financial statements for the previous two (2) years – 2022 and 2023.
2. Indicate here if your company is publicly traded or not publicly traded:  
My company is publicly traded. \_\_\_\_\_/\_\_\_\_\_  
My company is not publicly traded. \_\_\_\_\_/\_\_\_\_\_
3. If your company is a publicly traded company, provide a copy of your company’s annual report for the previous two (2) years – 2022 and 2023.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

**R. No Obligation/No Contract Guaranteed/Cost to Propose**

This RFP does not commit DCSD to contract with any offeror to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP. The contract, if any, will be awarded to the offeror whose proposal offers the best value to DCSD in meeting the required scope of work described herein, if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. No obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any proposal, marketing materials, or presentations. There is no guarantee that any offeror will receive an award as a result of submitting a proposal. Any/all costs incurred by the offeror in preparation and submission of this proposal are the sole responsibility of the offeror. Expenses incurred by the offeror will not be reimbursed by DCSD or become a reason for contracting with the offeror.

**S. Confidentiality and Non-Disclosure**

Information made available to offerors by DCSD shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of DCSD.

Offerors to this RFP unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and human resource file contents.

**T. Business License**

Upload this documentation under the Response Attachment tab via IonWave titled “BUSINESS LICENSE”.

Offerors shall submit with their proposal, a copy of their valid company business license. If the offeror is a Georgia corporation, offeror shall submit a valid county or city business license. If the offeror is not a Georgia corporation, offeror shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If offeror holds a professional certification which is licensed by the state of Georgia, offeror shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the offeror for the duration of the contract.

### **U. Protest Process**

This section describes the mandatory administrative procedure whereby vendors submitting sealed competitive bids/proposals (hereinafter referred to as “bidders”) to DCSD directly related to school nutrition, as governed by 7 C.F.R. § 3016.36(b)(12), for proposals worth \$50,000 or more may challenge the solicitation process, and whereby bidders/offerors on sealed competitive bids directly related to school nutrition for proposals worth \$50,000 or more, as governed by 7 C.F.R. § 3016.36(b)(12), may challenge contract awards.

**1. Protests.** A bidder may file a written protest challenging DCSD’s compliance with applicable procurement procedures subject to the bidder’s compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.

**2. Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD’s intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

**3. Form of Protest.** At a minimum, the written protest must include the following:

- a. the name and address of the protestor;
- b. appropriate identification of the solicitation;
- c. a statement of reasons for the protest;
- d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the vendor must proceed to file the protest during the filing period identified below but state the expected availability of the material); and
- e. the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting vendor.

**4. Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a supplier officer authorized to sign contracts on behalf of the vendor, and is received by the Purchasing Department. The protest may be sent by any of the following means:

MAIL: Attn: Carla Smith, Executive Director, Vendor Services  
DeKalb County School District  
Administrative & Instructional Complex  
1701 Mountain Industrial Blvd.  
Stone Mountain, GA 30083

FAX: (678) 676-0283

The vendor must observe the following deadlines when filing a protest:

<b>Type of Protest</b>	<b>Protest Filing Deadline</b>
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award (“NOIA”), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.

	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.
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**If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.**

**5. Stay of Procurement During Protest Review.** When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the Purchasing Department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Purchasing Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

**6. Protest Resolution.** The Purchasing Department shall review and issue a written decision on the protest as expeditiously as possible. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include, but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

**7. Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

## PART III SCOPE OF WORK

### ***A. Purpose/Project Overview***

DCSD is seeking proposals from qualified offerors with professional qualifications, technical competence and specialized experience in providing sanitation training services and materials. The DCSD School Nutrition Department requests proposals for the provision of sanitation training services and Materials that includes cleaning chemicals, dispensers and training to all DCSD School Nutrition Kitchen staff for the ten (10) months that schools are in operation at approximately one hundred twenty-four (124) locations.

Summer feeding sites will be handled on an individual basis during the months they are in operation.

Refer to Attachment C, DCSD Locations and Addresses, posted to IonWave.

Awarded offeror shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary and in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

DCSD Operations Department reserves the right to make multiple awards and will be responsible for administration of this contract.

### ***B. Project Scope of Work***

The proposed solution shall include monthly delivery of all cleaning products. Detailed training on safe working practices and the safe and effective use of cleaning chemicals and supplies, which fully complies with Occupational Safety and Health Administration (OSHA) regulations, shall be provided to all DCSD School Nutrition Managers and Food Service Assistants as a condition of the contract, in accordance with the requirements of this RFP for School Nutrition Sanitation Training Services and Materials.

The successful offeror will provide DCSD School Nutrition a complete food service sanitation training system composed of documented instruction and training for personnel, color coded Safety Data Sheets, mixing and use posters, a hands-free paper towel program, management and inventory control system, and a documented routine reporting system as an integral part of this proposal. Offerors are to attach a syllabus of their proposed service program and timeline of their proposed service program to include but not be limited to, the following:

1. Schedule of routine training to each individual school site (each site is to be serviced monthly during the school year). Refer to Attachment C, DCSD Locations and Addresses, posted to IonWave.
2. Training material (including color coding).
3. Training outlines and monthly on-site training with subsequent site monitoring on effective use and inventory control of chemicals and cleaning supplies.

4. List of materials and samples of required dispensing equipment and/or bottles (displaying permanently screened OSHA compliance data) should be submitted with the proposal and subsequently made available to schools at no additional cost.

Delivery shall be within normal working hours, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

DCSD reserves the right to add or delete delivery locations as needed with the opening or closing of DCSD facilities. The following are DCSD significant dates and school closings for the 2024-2025 school year, in addition, reference our website for DCSD's calendar via: <https://www.dekalbschoolsga.org/documents/calendar/2024-2025-boe-approved-calendar.pdf>

First Day of School
Labor Day
Fall Break
Columbus/Indigenous Day
Thanksgiving Holiday
Winter Holiday
Dr. Martin Luther King, Jr. Day
President's Day
Spring Break
Last Day of School

### **C. Service Requirements**

1. Offeror representative shall ensure all necessary Safety Data Sheets for all products are posted in each school site in accordance with OSHA's Hazardous Communications Act. Offeror representative shall ensure all mixing/usage cards, charts and other instructional materials are posted throughout the food service area.
2. Both initial and ongoing in-service sanitation and safety training shall be on site.
3. Implementation of complete program to each school site shall be completed within thirty (30) working days of award.
4. All charts, posters, instructional materials, support materials, bottles, containers, etc. shall be in English and Spanish. All equipment shall also be labeled with instructions in the before-mentioned languages.
5. Timely delivery of cleaning supplies and chemicals to each school in sufficient quantity to enable each kitchen meet DCSD's required level of sanitation. Offeror shall agree to a 24-hour response time to any location with re-supply and/or technical needs.
6. Electronic service reports after each visit shall be sent to specified DCSD School Nutrition Coordinator. Report shall include date and time spent at each site and a brief description of the training and services provided.
7. Offeror representative MUST be certified to teach both National Restaurant Association ServSafe Manager and Employee programs. Offeror shall provide confirmation of certification with response.
8. Offeror representative MUST have U.S. Department of Labor OSHA Awareness Training Program.
9. Offeror shall provide cafeteria employee motivation program to recognize the efforts of the cafeteria managers and staff.
10. Offeror must identify is online training is available by selecting the appropriate option on Attachment A, Cost Proposal Form.

**D. Samples**

Product samples are required for this proposal and must be furnished free of cost to DeKalb County School District.

Product samples must be clearly marked using the sealed sample identification label posted to the website. **Refer to the Sealed Sample Identification Label posted to the website for printable labels.**

**Samples must be delivered directly to the School Nutrition Department, as follows:**

<b>Attention to:</b>	<b>Teresa Adams</b>
<b>Department Name:</b>	<b>School Nutrition Services</b>
<b>Address:</b>	<b>1780 Montreal Road</b>
<b>City, State, Zip:</b>	<b>Tucker, GA 30084</b>

**Samples must be received no later than Thursday, September 10, 2024, at 2:00 PM Eastern Time Zone.**

**Do not send samples to the DCSD Purchasing Department.**

**Cleaning Products/Material Specifications**

The successful offeror shall provide the various premeasured concentrated cleaning chemicals and supplies to each school in sufficient quantity to meet the levels of sanitation required by the DeKalb County Health Department and DCSD School Nutrition Services. List the brand, code numbers and how the products are packed for cleaning materials and materials/ancillary items on Attachment B.

**Cleaning materials or approved equivalents, as needed, include:**

1. All-purpose cleaner (**sample required**)
2. Pot and pan cleaner (**sample required**)
3. Sanitizer (**sample required**)
4. Germicide (**sample required**)
5. Heavy duty degreaser (**sample required**)
6. Liquid laundry detergent (**sample required**)
7. Dish machine products (**sample required**)
8. Walk-in freezer cleaner (optional)

**Materials/Ancillary items Offeror to Provide**

9. Medicated hand lotion/moisturizing crème Protective barrier cream for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis, and water mixed oils. Cream should be packed in individual portion packets or in easy-to-use tubes. (**sample required**)
10. Foaming Liquid Hand Soap (USDA approved) (**sample required**)
11. Laminated signage. Wall charts indicating proper hand washing procedures (**sample required**)
12. Paper towel used in the dispenser (**sample required**)
13. Test Strip Kit (**sample required**)
14. All dispensing equipment - hands free paper towel program to include installment at each site, HACCP approved.
15. Training for use at each site. (**sample required via IonWave upload**)

**1. All Purpose Cleaner**

Product must be low sudsing, easy to rinse detergent, and biodegradable. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must dilute in hard or soft water.

Chemical composition: concentrated liquid blend or organic detergents, solvents, water conditioners and alkaline builders. Pleasant scent. Approximate PH:  $9.8 \pm .3$  in solution. Must be portion packed in easy to handle packaging. Green seal approved.

**2. Pot and Pan Cleaner**

Multiple purpose compound for medium, soft or hard water that shall cut grease and clean pots and pans. The product should not cause irritation to hands. Product shall demonstrate excellent grease cutting ability, removal of excess cooked foods and have sustaining sudsing ability. Product must have excellent fragrance. Must be portion packed in easy-to-handle packaging. Green seal approved.

**3. Sanitizer (Quaternary Solution – no chlorine)**

Concentrated liquid blend of quaternary ammonium compounds. Must be Environmental Protection Agency (EPA) registered, biodegradable and must dilute in hard or soft water. Provide active quaternary sanitizer equivalent to 50-ppm available chlorine.

Chemical composition: Blend of mixed liquid quaternary ammonium chlorides.

**4. Germicide**

To be concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram-negative organisms including antibiotic resistant staphylococcus. Must be biodegradable and equal to EPA registration No. 8772-1, USDA list Category D-1. Cleans all surfaces including those that are resilient. Gets rid of odors by removing odor forming bacteria. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must be portion packed in easy-to-handle packaging.

**5. Heavy Duty Degreaser**

To be used for heavy duty cleaning, degreasing of floors, food service equipment and other difficult to clean surfaces. Product to be biodegradable and must dilute in hard or soft water.

Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate PH:  $7.2 \pm .3$  in solution. Must be portion packed in easy-to-handle packaging. Green seal approved.

**6. Liquid Laundry Detergent**

Portion packed, contains whitening agent (non-bleach); Cleans clothing and fabrics, aprons, towels, and tablecloths; Removes dirt and grease.

**7. Dish machine products**

**a. High temperature dish detergent** – Effective detergent, safe on all ware including aluminum especially formulated for commercial food service operations to emulsify heavily-soiled. Chlorinated for stain control, low Packaged in 1 Gallon Easy to Use Containers.

**b. High temperature rinse additive for use in rinse injections**- Reduces surface tension causing water droplets to form a continuous water film that sheets off leaving a spot and streak free surface. Rinse additive shall allow water sheet quickly off dishes, utensils, trays, pots and pans to speed drying and eliminate potential bacteria buildup from storing wet dishes or towel drying. Packaged in 1 Gallon Easy to Use Containers.

**c. Lime solvent cleaner** – General purpose solvent used to remove stains, lime, food film, hard water build up and scale from stainless steel, aluminum, ceramic, glass and plastic surfaces and equipment in food processing operations. Safe for stainless steel and other hard metal surfaces. Packaged in 1 Gallon Easy to Use Containers.

**8. Walk-in Freezer Cleaner**

Cleans walk-in freezers, freezer walls, shelves and floors, and concrete surfaces; removes dirt and grease and helps to melt ice formations; fast drying formula; resists freezing down to -10°F.

**9. Medicated Hand Lotion/Moisturizing Cream**

Product must be water repellent protective for skin use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly or unscented, fatty, silicone free cream of the water in oil emulsion type.

**10. Foaming Liquid Hand Soap (USDA approved)**

Product must be an anti-microbial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must maintain the skin's natural protective acid mantle, which serves to protect it from bacterial or fungal infection. Hand soap must be installed at each hand-washing sink in every kitchen and restroom and maintained as a condition of this contract. The dispense must be included free of charge and installed at the first visit.

**11. Laminated Signage**

The safe and effective method of washing, rinsing, and sanitizing (wash, rinse, sanitize) laminated signage must be displayed at all sites at the multi-compartment sinks.

**12. Paper Towels**

Product must be compatible with existing and new dispensers.

**13. Test Strip Kits**

Product must be provided to the schools to check concentration levels.

**Materials/Ancillary Item Requirements**

1. Offeror shall provide Safety Data Sheets (SDS) for all products supplied in accordance with OSHA's Hazardous Communication Act, temperature logs, procedures for cleaning materials, charts, posters and any training materials pertinent to employee training and follow-up. Adhesive or method to secure posters etc. at each school site must be provided.
2. Offeror shall ensure proper labeling of spray bottles and mixing containers with OSHA Compliant labeling.
3. Offeror shall provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site.
4. Offeror shall provide pac cutters, sanitizer test kits, oven scrapers, spray bottles, dispensing equipment, protective gloves and goggles as needed.
5. Offeror shall provide Spanish and English training videos, which shall include all the facets of the program to the Food Service Department to be used for continuous training provided by the service personnel. These videos shall not replace the personalized training provided by the service personnel.
6. The amounts of support material for each site shall be mutually agreed upon before the start of service program.

**E. Dispensing Equipment**

The offeror shall supply, service and install new dispensers as needed. All dispensers installed on DCSD property shall become the property of DCSD. All dispensers shall be left in place when this contract expires or is terminated. Dispensing equipment, spray bottles, squeeze bottles, and pails for all cleaning chemical products must be provided to each location. The manager for each site will determine the number of spray bottles, squeeze bottles, and pails needed for their kitchens.

**F. Qualification**

Qualifications of the staff to be assigned to assist DCSD, including the staff's education, training, position in the firm and the years and types of relevant experience will be considered and determined from the material provided by the offeror.

**G. Program Costing**

The proposed price shall be for implementation and delivery of the specified sanitation system and products on an **annual basis**.

Prices quoted shall be F.O.B destination to all DCSD school locations listed in Attachment D, DCSD Locations and Addresses, posted to IonWave.

Monthly billings will be based on the annual program cost divided by the number of months in the academic year (August 1, 2024 – May 31, 2025). Billing will be in equal installments starting one month from the award of contract.

Dish machine products will be billed independently from the overall sanitation system implementation costs.

Walk-In Freezer Cleaner shall be:

- Billed independently from the overall sanitation system implementation costs.

**H. Billing**

Monthly invoice shall be submitted to:

DeKalb County School District Nutrition Department  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 30084.

Payment on undisputed invoice will be made within **30** days by the DeKalb County Board of Education.

### **I. Standard Terms and Conditions**

*This contract between the DeKalb County School District and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.*

#### **I. LOBBYING CERTIFICATE (for bids over \$100k)**

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

#### **II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)**

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

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

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

#### **III. BUY AMERICAN STATEMENT (Food only) (7 CFR Part 210.21(d))**

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act: 7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States

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

Buy American:

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

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of 10 days in advance of delivery. The request must include:

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

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

#### IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

- (i) In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The DeKalb County School District determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Vendor fails to comply with confidentiality laws or provisions; and/or

- (iv) The Vendor furnished any statement, representation, or certification in connection with the contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.

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

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

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

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

**(d) Termination upon Notice.** Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination.

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

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

- (f) Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- (g) The Vendor's Termination Duties.** Upon receipt of notice of termination or upon request of the SFA, the Vendor shall:
- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the SFA may require;
  - (ii) Immediately cease using and return to the SFA, any personal property or materials, whether tangible or intangible, provided by the SFA to the Vendor;
  - (iii) Comply with the SFA's instructions for the timely transfer of any active files and work product by the Vendor under the Contract;
  - (iv) Cooperate in good faith with the SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
  - (v) Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Vendor.

**V. HUB (Historically Underutilized Business) STATEMENT**

It is the intent of the DeKalb County School District Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, sealed bids, proposals, or noncompetitive procurement (2 CFR 200.321). Positive efforts include:

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

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

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

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

**VII. 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).

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

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

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**IX. RECORD RETENTION AND ACCESS CLAUSE**

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

**X. NON-COLLUSION STATEMENT**

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

**XIII. CODE OF CONDUCT**

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

- The employee, office, or agent;
- Any member of his/her immediate family;
- His or her partner; and
- An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the DeKalb County School District School Nutrition Department and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department.

The DeKalb County School District School Nutrition Department will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

**XIV. DUTY TO EXAMINE**

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

**XV. 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.

**XVI. VELOCITY REPORT (where applicable)**

Vendor shall supply a velocity report to the School Nutrition Department upon request. It must include year to date totals of individual items purchased.

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

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

## **J. Special Terms and Conditions**

### **I. HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS (N/A to Equipment)**

The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed.

The successful bidder(s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- provision of 24/7 accessibility to successful bidder(s) staff in the event of a food/USDA Hold/Recall.
- public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide ability to District of conducting a mock recall for product once per year.

Bidder(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

### **II. PROPRIETARY INFORMATION**

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

### **III. TRADE NAME, LABELS AND OTHER REQUESTS (Where applicable)**

- a) All items shall be properly labeled. No private labels will be accepted on commercial products.
- b) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive or CD separate from the bid and marked "NUTRITIONAL INFORMATION". Or website access must be provided, complete with login information and web address for access with bid documents.

#### **c) FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS**

- In the event of loss of state or federal funds due to bidder(s) failure to meet CN Label/Product Analysis Requirements, the bidder(s) shall reimburse losses to District.

### **EQUIVALENT/ALTERNATE PRODUCTS**

Equivalent/alternate products must be bid on items where brand name or equal is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the bid specifications for each item. Samples of alternate/equivalent products shall be provided upon request as indicated below.

The following should be provided with the bid documents for all alternate/equivalent items bid:

1. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
2. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
3. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
4. Supplier will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the bid documents.

#### **IV. METHOD OF PAYMENT and PRICING INFORMATION**

- a) Prices: All prices offered shall be firm against any increase for 12 consecutive months from the date of the contract award. Subsequently, the SFA may entertain a request for escalation/de-escalation on an annual basis. These price adjustments must be based on changes in market conditions and verified in accordance with the most recent publication from a valid third party. (See examples below:

- Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics,
- And/or other valid third party.)

Request for price increases and/or decreases must be submitted to the DeKalb County School District at the time of each annual renewal. The aforementioned third-party publication/documentation must accompany requested price increases. The Dekalb SFA reserves the right to accept or reject the request for a price increase and will maintain documentation of approval or denial. If price increases escalate above 10% per the awarded price of each product, the SFA reserves the right to provisionally purchase the product from another source if an equal and more reasonably priced option can be acquired, based on specifications. This clause also obligates vendor to provide price decreases from de-escalation on the same terms.

- b) The successful Bidder warrants that the bid price(s), terms, and conditions stated in the bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the contract period and in accordance with terms listed within the Escalation/De-escalation Clause, if applicable.

- c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. Separate fuel charges will not be added to invoices.

- d) Prices will not include Federal Excise Tax or State Sales Tax.

- e) The School Nutrition Program will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

- f) Invoicing

- i) Invoices, at minimum, shall consist of the following information:
1. Delivery location and date of delivery
  2. Item description and cost
  3. Extended cost for total quantity purchased
  4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to the:

DeKalb County School District School Nutrition Department

## V. METHOD OF SHIPMENT/DELIVERY (where applicable)

- a) **Orders and deliveries:** Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- b) All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on Attachment D.
- c) In an emergency situation in which the School Nutrition Program requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the School Nutrition Program has the option to purchase those goods from another source with no penalty to either party.
- d) Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.
- e) Delivery of product(s) must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.
- f) Two invoices are to be provided and must be reviewed and signed at the time of delivery and if any discrepancies are noted during delivery those will be initialed and dated by the driver and school nutrition employee receiving the order.

### **The Three Strikes Rule:** (if applicable and warranted)

- 1) After vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the School Nutrition Program will call vendor to report contract violation. The SFA will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.
- 2) After vendor's second offense of providing sub-par product, late delivery and/or poor customer service, the SFA will send a certified notice to the vendor documenting that this is the second offense, and a third offense will result in termination of the contract for cause. If the offense is providing sub-par product, then the vendor agrees to pay the School Food Authority to purchase quality product at the vendor's expense.
- 3) After the vendor's third and final offense of the aforementioned, the School Nutrition Services Executive Director will request the termination of contract for cause to the Vendor Services Director.

## VI. EVALUATION FACTORS

- 1) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the School Nutrition Program's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance.

In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the School Nutrition Program's opinion, the best overall solution to meet the School Nutrition Program's specifications.

- 2) The School Nutrition Program reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the School Nutrition Program.

### **SUBSTITUTION CLAUSE**

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. **Substitutions may be made only with prior approval of the Director of School Nutrition.**

All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at the same cost as the original awarded item.

### **VII. ADDITIONAL BID INSTRUCTIONS**

- a) **Bid modifications:** Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal:** Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition SFA before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Addendum:** If clarification of the specifications/instructions is required the request shall be made in writing no later than the time and date specified on the Invitation for Bid Timeline. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of bid opening.
- d) **Bid examination**
  - i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
  - ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

**e) Rejection or Disqualification of bids**

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed and dated, may be rejected as non-conforming.
  - ii) The School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
  - iii) The School Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
  - iv) Issuance of this IFB in no way constitutes a commitment by the School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.
  - v) Any Bidder who has demonstrated and documented poor performance during a current or previous agreement, within the last 3 years, with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.
  - vi) The School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the School Nutrition Program.
- f) **Evidence of Financial Capabilities (not required: best practice):** After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the SFA. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.
- g) **Offer Acceptance Period** – Bids received are an irrevocable offer for 60 days after the bid opening time and date.

**VIII. ORDERING INFORMATION**

- a) **Credit:** A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time.
- b) **Inspection:** Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product(s) must be picked up immediately.
- c) **Emergency orders:** In an emergency situation in which the Vendor cannot provide the supplies within the emergency delivery period, the School Nutrition Program has the option to purchase those supplies from another source with no penalty to either party.

**IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

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

**X. ASSIGNMENT**

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

**XI. INDEPENDENT VENDOR AND INDEMNITY**

The vendor shall act as an independent Vendor and not as an employee of the School Nutrition Program. Vendor agrees to indemnify and hold harmless the School Nutrition Program, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

**XII. TIME OF PERFORMANCE**

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

**XIII. FORCE MAJEURE**

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

**XIV. EVIDENCE OF INSURANCE**

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:
- b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Dekalb County School District Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the School Nutrition Program. Such certificate shall be issued to Dekalb County School District Board of Education, School Nutrition Program.
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

**XV. EXCEPTIONS**

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the Offeror Exception Form: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. *See Attachment C - Offeror Exception Form.*

**XVII. WARRANTY**

Successful Bidder shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the School Nutrition Program's operations.

**XVIII. GIFTS AND GRATUITIES**

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity. *SAMPLES:* The School Nutrition Program reserves the right to request samples of any/all items indicated on the bid schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Quote Sheets, and the bid number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

**XX. SEVERABILITY**

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

**XXI. WAIVER AND REJECTION RIGHTS**

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

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

**XXII. RELEASE FROM CONTRACT**

In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third-party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

**XXIII. FOOD RECALLS AND BIOSECURITY (required only for processing bids at this time)**

7 CFR 250 Vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected

Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

Vendor will provide the food recall contact person and the backup person's contact information to the school nutrition director or designee by completing the chart below. Food recall procedures can be found in 7 CFR 250.

**Food Recall Contact Information:**

<b>Company Name</b>	
Contact Name	
Phone Number(s)	
E-mail address	
Back-Up Contact Name	
Phone Number(s)	
E-mail address	
<b>School System Name</b>	
School Nutrition Contact Name	
Phone Number(s)	
E-mail address	
Back-Up School Nutrition Contact Name	
Phone Number(s)	
E-mail address	

**Biosecurity:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

**XXIV. CONTRACT WORK HOURS/SAFETY STANDARDS ACT**

(40 U.S.C. 3701-3708) (where applicable) All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles.

**XXV. DAVIS BACON ACT** (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200(d)] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Sub vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. If applicable only.

**XXVI. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

[Appendix II to 2 CFR 200(f) (if applicable) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**XXVII. PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.323) (if applicable)

An SFA and its vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

***K. Company Profile***

Offerors to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to industry, number of employees, company history,

financial position, and all relevant current and past experience on similar projects, including the company's overall experience in providing sanitation training services and materials.

Provide your business solutions, background information, history, mission, business partners, core business solutions and services offered, organizational structure, number of employees, and operation locations.

Compliance Information:

Companies must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

The submitting company must be licensed by the State of Georgia to provide all services specified in this RFP and all documents must be in the name of the submitting company.

All employees of the submitting company that are assigned to this project must be licensed by the State of Georgia. Company must submit copies of all employees' licenses that will be assigned to this project.

The submitting company **must** have a degreed entomologist on staff or **must** have one as a consultant used on a regular basis. Please provide a copy the degree with your proposal.

Litigation Information (Y/N):

Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture. **If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.**

Identify any legal actions that have been filed against your company for services rendered in connection with pest control services in the past (5) years. Provide a brief explanation for each occurrence and the outcome/disposition. **If there have been no legal actions filed against your company, please include a statement that the Company has not had any legal actions filed against them in the past five (5) years.**

**L. References**

***Upload this document under the Response Attachment tab via IonWave titled "References".***

Offeror must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the offeror is providing or has provided comparable services. Outline length and scope of business relationship with each reference. Offeror's Client Reference Form, Attachment I.

**References will be contacted.**

**M. Brochures, Catalogs, Manuals, Websites, Literature**

In addition to the formal response to this RFP, all offerors are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVD's and any other marketing and informational media which will support and enhance their submission value.

**N. Added Value**

Offerors are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their RFP responses. Attach and label as **"ADDED VALUE."**

**O. Evaluation Criteria**

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in sanitation training services and materials to submit responses consistent with the scope of work stated herein. Respondents to this RFP are encouraged to submit their most comprehensive, innovative and creative proposals for services for DCSD.

DCSD may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the evaluation process, DCSD may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. DCSD will select the offeror whose proposal DCSD determines best meets the needs of DCSD, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

Routine scheduled service, training and efficiency analysis are a mandatory part of the requirements of this proposal. Selection will be based upon the following criteria listed in order of importance. Selections will be subject to review by the School Nutrition evaluation committee using the following criteria:

**30 Points. Responsiveness as to the purpose and scope of services**

- Responsiveness as to the purpose and scope of services
- Company's plan and procedures to meet first service call of 124 schools before start-up
- Products information and appropriate for Food Service environment
- Clarity of user instructions and direction
- Product safety for employees
- Proposed Delivery Schedule for all locations listed in Attachment E
- Proposed Brands, Code #s, and Packed Size listed in Attachment B
- Sample Testing

**25 Points. Training Resources**

- Training Programs, documentation and certification
- Number of technicians that would be assigned to service DSCD sites
- Management report system

**10 Points. Client References**

- Minimum of three (3) references require. Use Attachment I, Offeror Client Reference Form
- Experience in providing sanitation training services and materials to local governments, nonprofit organizations, universities, and school districts of similar size and composition should be included.

**35 Points. Total Annual Program Cost**

The following factors will be considered when evaluating proposals:

<b>Evaluation Criteria</b>	<b>Maximum Score (Points)</b>
Responsiveness to the purpose and scope of services	30
Training Resources and certifications	25
Client References and similar environment	10
Total Annual Program Cost	35
<b>TOTAL SCORE</b>	<b>100</b>
Interview/Presentation (if required)	20

***P. Transition Plan/Transition on Commencement of Contract***

The awarded offeror shall assume full services in accordance with the award of the RFP. The awarded offeror shall coordinate and cooperate with DCSD's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

**Transition and Continuity of Service upon Expiration of Contract**

Continuity of services is necessary to DCSD. The awarded offeror agrees to this philosophy and upon expiration of contract, agrees to:

- Exercise best efforts and cooperation for an orderly and efficient transition to another provider or to DCSD.
- Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing sanitation training services and materials provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.
- All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys and materials) shall be returned to DCSD upon expiration of contract. Offeror shall include in their response any DCSD or any subsequent contractor requirements, if offeror is awarded this contract and does not retain this contract upon its expiration.

## Q. REQUIRED CONTENT / DOCUMENT CHECKLIST

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**IMPORTANT NOTICE:** Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.**

Offerors are required to upload one (1) pdf. copy electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx> of their response. Responses must be submitted on 8 1/2" x 11" single-sided stock. Offerors must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All RFP submissions must include the following items and attachments:

**The Request for Proposals document, RFP 25-20 School Nutrition Sanitation Training Services and Materials (MUST BE the first document in the submission); this document is located at <http://www.dekalbschoolsga.org/solicitations>**

### Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed, and inserted immediately following the Table of Contents **(Upload Required)**
- Audited Company Financial Statements/Company Annual Reports for 2022 and 2023 **(Upload Required)**
- Business License **(Upload Required)**
- Attachment A – Cost Proposal Form **(Upload Required)**
- Attachment B – Proposed Brand, Codes and Packed Size Form **(Upload Required)**
- Attachment C – Offeror Exception Form **(Upload Required)**
- Attachment D – DCSD Locations and Addresses **(Upload Required)**
- Attachment E – Proposed Product and Delivery Schedule **(Upload Required)**
- Attachment F – Lobbying and Disclosure Form **(Upload Required)**
- Attachment G – Certification Regarding Debarment **(Upload Required)**
- Attachment H – Critical Paragraphs **(Upload Required)**
- Attachment I – Offeror Client Reference Form **(Upload Required)**
- Attachment J – Statement of Confidentiality and Non-Disclosure **(Upload Required)**
- Attachment K – Conflict of Interest **(Upload Required)**
- Attachment L – Non-Collusion **(Upload Required)**
- Attachment M – Civil Rights Statement and Assurance **(Upload Required)**
- Attachment N – Immigration & Security Certification **(Upload Required)**
- Attachment O – Sample Service Agreement
- Attachment P – Signature Page **(Upload Required)**
- Project Scope of Work **(Upload Required)**
- Training for use at each site **(sample required via upload)**
- Certificate of Insurance **(Upload Required)**
- Company Profile **(Upload Required)**
- Samples **(deliver to School Nutrition directly)**
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media
- Added Value

**Attachment A**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**  
**Cost Proposal Form**

Offeror must provide an itemized list of all costs to DCSD associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your RFP submittal. Include added value services/items at "no cost." Services shall include labor, materials, tools, equipment, supplies, trained personnel, insurance, travel and per diem, direct and indirect costs, overhead and any other charges necessary to provide services and materials. Prices must be held firm for annual extension options, if exercised.

**Total Annual Program Cost**

**Item 1. Total Annual Program Cost (TAPC)** \$ \_\_\_\_\_ (1)

**Item 2. TAPC divided by ten (10) equal installments** \$ \_\_\_\_\_ (2)

**Add-Ons:**

Walk-in freezer cleaning:

**Item 3. Cleaner, product** \$ \_\_\_\_\_ (3)

**Item 4. High Temp Dish Detergent** \$ \_\_\_\_\_ (4)

**Item 5. High Temp Rinse Additive for  
Use in Rinse Injections** \$ \_\_\_\_\_ (5)

**Item 6. Lime Solvent Cleaner** \$ \_\_\_\_\_ (6)

**Please Check One Below**

Our company currently provides online training.

\_\_\_\_\_ **YES** or \_\_\_\_\_ **NO**

\*\* DCSD reserves the right to request and negotiate a "best and Final" response from Offerors. \*\*

**Complete the following:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Company Representative Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Company Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

**Attachment B**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**  
**Proposed Brands, Code #s, and Packed Size**

**1. All Purpose Cleaner**

Product must be low sudsing, easy to rinse detergent, and biodegradable. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must dilute in hard or soft water.

Chemical composition: concentrated liquid blend or organic detergents, solvents, water conditioners and alkaline builders. Pleasant scent. Approximate PH:  $9.8 \pm .3$  in solution. Must be portion packed in easy-to-handle packaging. Green seal approved.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**2. Pot and Pan Cleaner**

Multiple purpose compound for medium, soft or hard water that shall cut grease and clean pots and pans. The product should not cause irritation to hands. Product shall demonstrate excellent grease cutting ability, removal of excess cooked foods and have sustaining sudsing ability. Product must have excellent fragrance. Must be portion packed in easy-to-handle packaging. Green seal approved.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**3. Sanitizer (Quaternary Solution – no chlorine)**

Concentrated liquid blend of quaternary ammonium compounds. Must be Environmental Protection Agency (EPA) registered, biodegradable and must dilute in hard or soft water. Provide active quaternary sanitizer equivalent to 50-ppm available chlorine.

Chemical composition: Blend of mixed liquid quaternary ammonium chlorides.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**4. Germicide**

To be concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram-negative organisms including antibiotic resistant staphylococcus. Must be biodegradable and equal to EPA registration No. 8772-1, USDA list Category D-1. Cleans all surfaces including those that are resilient. Gets rid of odors by removing odor forming bacteria. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must be portion packed in easy-to-handle packaging.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**5. Heavy Duty Degreaser**

To be used for heavy duty cleaning, degreasing of floors, food service equipment and other difficult to clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate PH: 7.2± .3 in solution. Must be portion packed in easy to handle packaging. Green seal approved.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**6. Liquid Laundry Detergent**

Portion packed, contains whitening agent (non-bleach); Cleans clothing and fabrics, aprons, towels, and tablecloths; Removes dirt and grease.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**7. Dish machine products**

**a. High temperature dish detergent** – Effective detergent, safe on all wares including aluminum especially formulated for commercial food service operations to emulsify heavily-soiled. Chlorinated for stain control, low Packaged in 1 Gallon Easy to Use Containers.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**b. High temperature rinse additive for use in rinse injections-** Reduces surface tension causing water droplets to form a continuous water film that sheets off leaving a spot and streak free surface. Rinse additive shall allow water sheet quickly off dishes, utensils, trays, pots, and pans to speed drying and eliminate potential bacteria buildup from storing wet dishes or towel drying. Packaged in 1 Gallon Easy to Use Containers.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**c. Lime solvent cleaner** – General purpose solvent used to remove stains, lime, food film, hard water build up and scale from stainless steel, aluminum, ceramic, glass and plastic surfaces and equipment in food processing operations. Safe for stainless steel and other hard metal surfaces. Packaged in 1 Gallon Easy to Use Containers.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**8. Walk-in Freezer Cleaner**

Cleans walk-in freezers, freezer walls, shelves and floors, and concrete surfaces; removes dirt and grease and helps to melt ice formations; fast drying formula; resists freezing down to -10°F.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**9. Medicated Hand Lotion/Moisturizing Cream**

Product must be water repellent protective for skin use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly or unscented, fatty, silicone free cream of the water in oil emulsion type.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**10. Foaming Liquid Hand Soap (USDA approved)**

Product must be an anti-microbial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must maintain the skin's natural protective acid mantle, which serves to protect it from bacterial or fungal infection. Hand soap must be installed at each hand-washing sink in every kitchen and restroom and maintained as a condition of this contract. The dispense must be included free of charge and installed at the first visit.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**11. Laminated Signage**

The safe and effective method of washing, rinsing, and sanitizing (wash, rinse, sanitize) laminated signage must be displayed at all sites at the multi-compartment sinks.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**12. Paper Towels**

Product must be compatible with existing and new dispensers.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**13. Test Strip Kits**

Product must be provided to the schools to check concentration levels.

Brand and Code # \_\_\_\_\_

Packed \_\_\_\_\_

**Attachment C****RFP 25-20****SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS****Offeror Exception Form**

<b>Offeror Name:</b>	Exception 1	Exception 2
Number and Title of each section of RFP that Offeror takes exception.	Number and Title:  Section:	Number and Title:  Section:
Specific Sentence within each section	Sentence:	Sentence:
Alternate Provisions proposed by Offeror.	Alternate:	Alternate:
Offeror's Authorization Signature:		
Offeror's Authorization printed name:		
Offeror's Title:		
Date:		

**Attachment D**

**RFP 25-20**

**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**

**DCSD Locations and Addresses**

**(Attached as a Separate Document to IonWave)**

**Attachment E**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**

**Proposed Product Delivery Schedule**

**(Upload Proposed Delivery Schedule for dispensers, chemicals, and soaps to all DCSD Locations/Addresses.)**

## Attachment F

## RFP 25-20

## SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS

## LOBBYING FORM &amp; DISCLOSURE

## Disclosure of Lobbying Activities

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

(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <p>a) Contract b) Grant c) cooperative agreement d) loan e) loan guarantee f) loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a) bid/offer/application b) initial award c) post-award</p> <p><b>3. Report Type:</b></p> <p>a) initial filing b) material change</p> <p><b>For material change only:</b> Year _____ quarter _____ Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>____ Prime      ____ Sub awardee Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Sub awardee,</b> Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b> \$ _____</p>
<p><b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p>
<p>15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11.The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

## Attachment G

## RFP 25-20

## SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS

AD-1047

OMB No. 0505-0027

Expiration Date: 09/30/2025


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

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

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

**(Read instructions on page two before completing certification.)**

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

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

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

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

### *Instructions for Certification*

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

**Attachment H**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**

**Critical Paragraphs**

***Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label “Critical Paragraph.”***

- 1) \_\_\_\_\_ This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2) \_\_\_\_\_ Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through DCSD’s Department of Communications and Community Relations.
- 3) \_\_\_\_\_ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4) \_\_\_\_\_ Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, **G**.
- 5) \_\_\_\_\_ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) \_\_\_\_\_ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) \_\_\_\_\_ Offeror understands that this solicitation requires Board of Education Approval.

**Attachment I**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**

**Offeror's Client References**  
*(Please copy this form and use one form per reference.)*

Attach and label "Offeror's Client References."

\_\_\_\_\_  
 Company Name Providing Reference

\_\_\_\_\_  
 Address                      City/State/Zip

\_\_\_\_\_  
 Name of Contact Person

\_\_\_\_\_  
 Telephone Number of Contact Person

\_\_\_\_\_  
 Email Address of Contact Person

\_\_\_\_\_  
 Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.**

**Attachment J**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**

**Statement of Confidentiality and Non-Disclosure**

Any non-public information made available to the offeror by DCSD in relation to this RFP shall be used only for those purposes outlined in the RFP document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this RFP, the offeror shall consult with the DCSD RFP contact person as identified in the RFP document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**Attachment K**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**

**Conflict of Interest**

**Upload this documentation under the Response Attachment tab via IonWave titled "CONFLICT OF INTEREST"**

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official. Bidder must sign below acknowledging the above statement.

**Signature of Company Representative:**

\_\_\_\_\_  
**Company Name/Certifying Official Signature**

**Date:** \_\_\_\_\_

**Attachment L**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**

**Non-Collusion**

**Upload this documentation under the Response Attachment tab via IonWave titled “NON-COLLUSION”**

Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

**Signature of Company Representative:**

\_\_\_\_\_  
**Company Name/Certifying Official Signature**

**Date:** \_\_\_\_\_

**Attachment M**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**  
**Civil Rights Statement And Assurance**

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

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

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

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

Signature: \_\_\_\_\_

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

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

**Attachment N**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION TRAINING SERVICES and MATERIALS**  
**IMMIGRATION & SECURITY CERTIFICATION**

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. Seq.
  
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. Seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:
  - (a) \_\_\_\_\_ **(Initial here)**: order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

**or**

- (b) \_\_\_\_\_ **(Initial here)**: Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

**or**

- 3) I \_\_\_\_\_ **(Initial here)**: Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.
  
- 4) \_\_\_\_\_ **(Initial here)** Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

5) \_\_\_\_\_ **(Initial here)** Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1- .01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

6) \_\_\_\_\_ **(Initial here) Offeror** agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
EEV/Basic Pilot Program  
User Identification Number

\_\_\_\_\_  
Date of Authorization

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

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

DEKALB COUNTY SCHOOL DISTRICT  
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Project: **SCHOOL NUTRITION SANITATION TRAINING SERVICES & MATERIALS**

Solicitation Number (if applicable): **RFP 25-20**

Name of Public Employer: **DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEKALB COUNTY SCHOOL DISTRICT  
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

Federal Work Authorization User Identification number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Name of Project: **SCHOOL NUTRITION SANITATION TRAINING  
SERVICES & MATERIALS**

Solicitation Number (if applicable): **RFP 25-20**

Name of Public Employer: **DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEKALB COUNTY SCHOOL DISTRICT  
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Name of Project: **SCHOOL NUTRITION SANITATION  
TRAINING SERVICES & MATERIALS**

Solicitation Number (if applicable): **RFP 25-20**

Name of Public Employer: **DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEKALB COUNTY SCHOOL DISTRICT  
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ and \_\_\_\_\_ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Sub-subcontractor: \_\_\_\_\_

Name of Project: **SCHOOL NUTRITION SANITATION  
TRAINING SERVICES & MATERIALS**

Solicitation Number (if applicable): **RFP 25-20**

Name of Public Employer: **DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT O

## SAMPLE SERVICE AGREEMENT

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND \_\_\_\_\_

Service Provider: \_\_\_\_\_

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

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

RFP No.: RFP 25-20

Description: School Nutrition Sanitation Training Services & Materials

**THIS SERVICES AGREEMENT** and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and \_\_\_\_\_ (hereinafter the "Service Provider") whose physical address is \_\_\_\_\_. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

**WHEREAS**, DCSD desires to retain the services of a competent and qualified Service Provider to provide \_\_\_\_\_ services; and

**WHEREAS**, the DCSD has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

**WHEREAS**, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide \_\_\_\_\_ services; and

**WHEREAS**, the Service Provider remains agreeable to provide DCSD the \_\_\_\_\_ services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. 24-556 (**Exhibit A**);
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated \_\_\_\_\_ (**Exhibit C**); and
- e. Notice of Award dated \_\_\_\_\_ (**Exhibit D**).

This Service Agreement together with the aforementioned exhibits collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as

**Exhibit “A;”**

- c. Third, by giving preference to the specific provisions of Service Provider’s Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit “B,”** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

**ARTICLE 1**

**PARTIES TO THE SERVICE AGREEMENT**

The DCSD’s address and its contact person are:

DeKalb County School District  
1701 Mountain Industrial Blvd.  
Stone Mountain, GA 30083

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

With a copy to:

DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

Attention: Dr. Vasanne S. Tinsley, Interim Superintendent

The Service Provider’s contact information is:

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

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

Contact Person: \_\_\_\_\_

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

Phone No. Office: \_\_\_\_\_

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

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

## ARTICLE 2

### DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.
- 2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.
- 2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), DCSD's total obligation under this Agreement is as follows:

**FY 2024 \$** \_\_\_\_\_

## ARTICLE 3

### SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal \_\_\_\_\_, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP #24-556, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

#### **ARTICLE 4**

##### **COMPENSATION**

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

#### **ARTICLE 5**

##### **WORKING RELATIONSHIP**

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Program and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors. The Service Provider agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the DCSD's representative and with the Service Provider's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Service Agreement shall be performed.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

## ARTICLE 6

### INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Teresa Adams, School Nutrition Services, DeKalb County School District, 1780 Montreal Road, Tucker, Georgia, 30084.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Price modification requests may only be made once annually and, if approved, will only become effective upon the next renewal of the Agreement. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect at the next renewal of the Agreement.

## ARTICLE 7

### CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

## ARTICLE 8

### **INDEPENDENT CONTRACTOR**

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider shall use any tobacco product while at any Program site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice

to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

## **ARTICLE 9**

### **RESPONSIBILITY FOR SERVICES**

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Service Agreement. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by the DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the S.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to the DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) the DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to DCSD during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the DCSD or by any of the DCSD's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **ARTICLE 10**

### **OWNERSHIP OF WORK PRODUCT**

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all rights, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

## **ARTICLE 11**

### **ACCOUNTING AND RECORDS**

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

## **ARTICLE 12**

### **COMPLIANCE WITH LAWS**

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

## **ARTICLE 13**

### **EQUAL EMPLOYMENT OPPORTUNITY**

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. 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.

## **ARTICLE 14**

### **CONTINGENCY FEES**

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the

DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

## **ARTICLE 15**

### **SUBCONTRACTORS**

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

## **ARTICLE 16**

### **SUCCESSORS AND ASSIGNS**

The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

## **ARTICLE 17**

### **INSURANCE**

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Service Agreement are:

<b>Type of Insurance</b>	<b>Coverage Limits</b>
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Professional Liability	
Umbrella or Excess Insurance	

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
  - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
  - (c) Certificates are to be issued to:
    - DeKalb County School District
    - DeKalb County Board of Education
    - 1701 Mountain Industrial Blvd.
    - Stone Mountain, GA 30083
    - Attention: Risk Management Department
  - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
  - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

## **ARTICLE 18**

### **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

## **ARTICLE 19**

### **TERMINATION FOR CAUSE**

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

## **ARTICLE 20**

### **INDEMNIFICATION**

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of DCSD's performance under this Service Agreement.

## **ARTICLE 21**

### **AGREEMENT ADMINISTRATION**

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

## **ARTICLE 22**

### **PUBLIC RECORDS**

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

## **ARTICLE 23**

### **FORCE MAJEURE**

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

**ARTICLE 24****CAPTIONS**

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

**ARTICLE 25****ENTIRE SERVICE AGREEMENT**

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

**ARTICLE 26****MISCELLANEOUS**

c. 26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term “day” shall mean calendar day.

d. 26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider’s services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

e. 26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

f. 26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the

application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

g. 26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

SERVICE PROVIDER:

DEKALB COUNTY SCHOOL DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature] [SEAL]

Mr. Devon Horton, Superintendent

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

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

1701 Mountain Industrial Blvd  
Stone Mountain, GA 30083

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
[Date of Execution]

\_\_\_\_\_  
[Date of Execution]

**EXHIBIT "A"**

DeKalb County School District RFP No. 25-20

For

School Nutrition Sanitation Training Services & Materials

**EXHIBIT "B"**

Service Provider's Proposal including pricing  
and any applicable Scope of Services  
and any applicable Payment and Payment Terms Schedule  
attached except that objections or amendments by the  
Service Provider that have not been explicitly accepted by DCSD in  
Writing In this Service Agreement and Contract shall not be included in  
the Contract Documents Or this Service Agreement and shall be given  
no weight or consideration

**EXHIBIT "C"**

DeKalb County Board of Education Directive

Signed by the Superintendent and dated \_\_\_\_\_

**EXHIBIT "D"**

Notice of Award Letter Dated \_\_\_\_\_

**END OF EXHIBITS**

**Attachment P**  
**RFP 25-20**  
**SCHOOL NUTRITION SANITATION SERVICES and MATERIALS**

**Signature Page**

I certify that I have read this RFP document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this RFP. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this RFP submittal. Further, I certify that the contents of the response to this RFP are true, accurate and complete.

\_\_\_\_\_  
Printed Name/Engaging Authorized  
Company Official

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Offeror's Company Name

\_\_\_\_\_  
Signature/Engaging Authorized  
Company Official

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**END OF RFP**