



Signature Routing Form

GES Initials: nm 8.27.25
Dom

For Superintendent's Approval/Signature

Date: 8/8/2025

Division Head: Byron Schueneman (Finance)

Initials: BS

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: RFP 25-609 Districtwide Beverage Services

From (if other than Division Head): Click here to enter name & department.

Legal Review: ☐ NO ☒ YES

BOE Approval: ☐ NO ☒ YES

Charge Code: N/A

Notes: Requesting review and additional approval signature of RFP 25-609 with Coca-Cola for districtwide beverage services; missed marking a signature page upon initial submission and signing (8/15/25)

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: LaDarius Nealey- x 60270

For Superintendent's Office Use Only

Date received: 8/26/25

Date returned: 8/28/25

Processor's Initials: JMK



Signature Routing Form

For Superintendent's Approval/Signature

~~EOS~~ Initials: MDA 8.14.25
AOM

Date: 8/8/2025

Division Head: Byron Schueneman (Finance)

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: RFP 25-609 Districtwide Beverage Services

From (if other than Division Head): Click here to enter name & department.

Legal Review: ☐ NO ☒ YES

BOE Approval: ☐ NO ☒ YES

Charge Code: N/A

Notes: Requesting review and approval signature of RFP 25-609 with Coca-Cola for districtwide beverage services

Initials: [Signature]

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: LaDarius Nealey- x 60270

For Superintendent's Office Use Only

Date received: 8/14/25 Date returned: 8/15/25 Processor's Initials: JMZ



Request for Legal Assistance
DCSD Office of Legal Affairs
ATTORNEY – CLIENT COMMUNICATION

DATE RECEIVED: _____

MATTER ASSIGNED TO: _____

PLEASE SUBMIT COMPLETED REQUEST FORM TO
DCSD OFFICE OF LEGAL AFFAIRS.

*** This request is a confidential communication and should be treated as such ***

DESCRIPTION OF REQUEST

Title of Item/Topic:

RFP 25-609 Districtwide Beverage Services

(e.g., contract review, policy matter, etc.)

Date of request: 5/20/25

Due Date: 5/23/25 (Allow 3 to 5 business days)

Background information/Detail: _____

PROCUREMENT DETAILS (if applicable)

Include details confirming that all applicable DCSD procurement policies and requirements have been

adhered to: The RFP was issued and posted to the DCSD website on April 3, 2025. Notification was sent

via email from the DCSD vendor list, through the Georgia Procurement Registry, and through IonWave.

SUPPORTING DOCUMENTATION

Please attach/include any additional supporting documentation that are relevant to your request.

Description of supporting documentation, if any Agenda item, RFP documentation, Award letter

REQUIRED AUTHORIZATION

Requested by: LaDarius Nealey

Email: ladarius_nealey@dekalbschoolsga.org

Telephone: 470.997.1608 / 678.676.0270

Department: Finance

Cabinet Member authorizing the request: Byron Schueneman

LEGAL APPROVAL

Approved as to form by the DCSD Office of Legal Affairs? ☒ Yes ☐ No

-OR- (check one only)

Approved as to form by Outside Legal Counsel? ☐ Yes ☐ No

*Referrals to Outside Legal Counsel must be coordinated and approved by the DCSD Legal Dept.

Approving Attorney (and law firm if Outside Counsel) _____

Comments: _____

BEVERAGE AGREEMENT

Parties:

BOTTLER:

Coca-Cola Bottling Company United - East, LLC

DISTRICT:

Dekalb County School District

The parties hereto are entering into this agreement (the "**Agreement**") because the District wishes to grant to Bottler, and Bottler wishes to obtain, the exclusive rights set forth herein. Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein and that all requirements of the applicable public procurement laws are satisfied. In consideration of the premises and the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All defined terms used in this Agreement and not otherwise defined will have the meanings set forth below:

- (a) "**Agreement Year**" means each twelve-month period during the Term beginning on the Effective Date (as defined in Section 2).
- (b) "**Beverages**" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
- (c) "**Competitive Products**" means all Beverages which are not Products.
- (d) "**Concessionaire**" means any current or future third-party food or beverage service provider under agreement with District at the Campus that directly or indirectly relate to the sale or service of Beverages.
- (e) "**Campus**" means the entire premises of each school, located at in Dekalb County School District, and all facilities owned or operated by District either now or in the future, including without limitation, the school, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, side-lines and locker rooms. The defined term "Stadium" is included within the collective term "Campus."
- (f) "**Products**" means Beverages (i) manufactured, distributed, or marketed by Bottler; or (ii) sold under trademarks or brand names owned or controlled by or licensed for use by Bottler.
- (g) "**Stadium**" means all indoor or outdoor sports complexes, fields, courts, arenas, or any other area where sporting events are held within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.
- (h) "**Team**" or "**Teams**" means all interscholastic athletic teams associated with the District.
- (i) "**Unattended Retail Services**" the provision and sale of Beverages, fresh brewed beverage(s), prepackaged food, snacks, and/or sundries through self-service kiosks, which permit sales directly to the consumer at the Facility without person-to-person interaction

2. Term. This Agreement shall be in effect for an initial term beginning July 1, 2025, and ending on June 30, 2026 ("**Initial Term**"). Thereafter this Agreement shall automatically renew for up to four (4) successive one (1) year periods,

beginning each July 1st and ending each June 30th, (each, a “**Renewal Term**”) unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation 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 (each, also a “**Renewal Term**”) unless either party terminates this Agreement, by providing the other party with thirty (30) days advance written notice of termination prior to the end of the calendar year. For the District, renewal will depend upon the best interests of the District, the approval of the DeKalb County Board of Education, and Bottler’s performance subject to the other termination methods available to the District herein. As used herein, the capitalized word “**Term**”: shall mean the time period beginning July 1, 2025, and ending June 30, 2030, including each Renewal Term, but in no event shall the Term extend beyond any limitation in any applicable public bid law.

3. Georgia Multiyear Contract Provisions. The total combined annual payments for contracts under Georgia Code Section 20-2-506 and contracts of the District under Article IX, Section III, Paragraph I of the Georgia State Constitution in any calendar year, excluding guaranteed energy savings contracts, shall not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the District in the most recently completed fiscal year. The District’s total obligation during the Initial Term and each Renewal Term of this Agreement is not a fixed amount but shall vary depending on the Products purchased each Agreement Year. The District has not, for the past four (4) calendar years submitted to its electors a proposed issuance of any bonded debt for the lease, purchase, or lease purchase of any goods, materials, real or personal property, services, or supplies which was defeated and was for the same or substantially similar items as provided for herein.

4. Advertising Rights.

- (a) District hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Campus and (ii) in connection with the School and Campus. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus.
- (b) Bottler will have the exclusive right to advertise the Products as the “official” or “exclusive” soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the School and Campus.
- (c) District hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the District, Teams and Campus (“**District Marks**”) in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, print, social media and/or other electronic means), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler’s other Customers.
- (d) Bottler shall be entitled to signage locations as selected by Bottler at the Campus, including but not limited to advertising panels located on any and all scoreboards. District agrees that Bottler’s advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Campus and all equipment dispensing Products shall be prominently identified with the trademarks/logos corresponding to such Products.
- (e) District further agrees that only Products will be dispensed in Bottler’s equipment and that no other trademarked Beverage-dispensing equipment, coolers or containers will be permitted at the Campus. Provided, however, this provision shall not be construed to limit the personal equipment, coolers, or containers temporarily brought to the Campus by any “away team”, or any guest, visitor, or attendee of a sporting event at the Campus.
- (f) District will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with District, the Campus, Team, or any of the District Marks in any advertising or promotional activity of any kind.

5. **Product Rights.**

- (a) Except as permitted in Section 5(e) below, the only Beverages (including, but not limited to, in post-mix, bottle/can, and vending) that will be sold, distributed, dispensed, sampled, or served at the Campus at any time or at any event during the Term will be Bottler's Products. District agrees that schools and and/or its Concessionaires, Teams, and booster clubs, shall purchase all Beverages (and cups, lids and carbon dioxide, if applicable) directly from Bottler. Notwithstanding anything in this Agreement to the contrary, no Competitive Products may be sold, dispensed, sampled, served or otherwise made available anywhere at the Campus. All Products purchased by District (or its Concessionaires) are for resale, service, or distribution only on Campus; District agrees not to sell or distribute, directly or indirectly, any Products purchased hereunder outside of the Campus.
- (b) District agrees to offer 20oz packaged Products at all Athletic and District related events where concessions are sold. If any items of any make or description are hawked in the stands during any sporting event at the Campus, 20oz bottled Products will be hawked.
- (c) District hereby grants to Bottler the exclusive Beverage vending rights at the Campus and exclusive rights to provide Unattended Retail Services at the Campus.
- (d) Products offered at the Campus in compliance with current USDA guidelines shall be available during the regular and extended school day and at all agreed locations at the Campus, except where not permitted by federal or state regulations. The extended day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare programs. District represents and warrants that the current federal and state regulations permit the sale of Beverages at the Campus in accordance with applicable guidelines.
- (e) ***Permitted Exceptions.*** Bottler acknowledges and understands that the District's Food Service Department is subject to state, federal and school board policy regarding competitive bidding and nutritional requirements. The District's Food Service Department shall have the right to accept competitive bids for the purchase of Beverages which are served and sold in Campus cafeterias by the Food Service Department during school hours. Nothing in this Agreement shall be interpreted as an agreement by the District to violate competitive bidding or nutritional requirements pursuant to law or school board policy for the purchase of Beverages by the District's Food Service Department. Bottler will have the opportunity to meet or beat any competitive bids for similar Beverages served and sold by the District's Food Service Department in the Campus cafeterias during meal hours considering such factors as pricing, product content, ingredient, equivalency, nutrition, availability, packaging and regulatory compliance. The availability of any Competitive Products on Campus, other than those served and sold by the District's Food Service Department in accordance with its competitive bidding and nutritional requirements, must be agreed to in writing by both parties. District agrees that this provision shall not be read to allow advertising or promotional rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed on menu boards or dispensing equipment.

6. **Consideration.** In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide District with the specific items as set forth in **Exhibit A** (collectively "**Consideration**"). If Bottler has agreed to make any payments for rebates, commissions, or other considerations by check or ACH, Bottler is not obligated to make such payments until the balance due to Customer is at least \$50. After the balance due reaches \$50, the payment will be made on the next regularly scheduled payment date. Bottler may adjust the frequency of such payments if \$50 or more is not earned in any payment period upon written notice to District.

7. **Pricing.** District shall be entitled to purchase bottle/can Products in accordance with Bottler's then current trade pricing. Thereafter, prices are subject to change each Agreement Year. Price increases generally occur automatically on or about the anniversary date of the Effective Date each Agreement Year. However, in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees, Bottler may further increase prices to cover such increased costs at other times during the Agreement

Year; in which case Bottler will provide thirty (30) days' written notice to District prior to such price changes taking effect.

8. **Equipment.** During the Term, Bottler will loan to District, subject to the terms of Bottler's Equipment Placement Addendum ("EPA") attached hereto as **Exhibit B**, at no cost, the Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Products at the Facility ("Equipment"). District agrees that Bottler shall have the right to place a minimum of 262 Beverage vending machines, and coolers or other Equipment, determined by Bottler in its discretion, in mutually agreed upon locations at the Campus. Upon thirty (30) days' notice from Bottler, Bottler shall have the right to remove any Equipment, in its discretion, and District shall provide immediate physical access to Bottler for the removal of such Equipment. The Equipment will not include Freestyle equipment. District hereby agrees to the terms of the EPA set forth in **Exhibit B**.
9. **Concessionaire.** In the event District employs a Concessionaire, District will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Notwithstanding anything herein to the contrary, Account acknowledges that there will be no duplication of allowances, funding or any other benefits (including, pricing, marketing fees, commissions, rebates) from Bottler to Account or Concessionaire under this Agreement or Bottler's existing agreement with Concessionaire, if any. If Bottler is required to pay the Concessionaire funding or to provide Products pursuant to prices under a separate agreement with the Concessionaire, then Account agrees that Bottler may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Bottler to Account. In the event of a default in any of Concessionaire's obligations owing to Bottler, District will use commercially reasonable efforts to cause Concessionaire to cure default.
10. **Termination.** If any of the following events occur during the Term of this Agreement, a Party may (in addition to any other remedies available) terminate this Agreement immediately upon notice to the other Party: (a) the other Party breaches any of its obligations set forth in this Agreement and fails to cure such breach within 30 days' written notice thereof; (b) any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages; (c) the other Party files a petition under any bankruptcy law or becomes insolvent or makes any general assignment for benefit of creditors; or (d) the other Party's full right and authority to enter into this Agreement and to grant and convey the rights set forth herein has expired or been revoked. In the event of any termination of this Agreement prior to June 30, 2030, other than due to Bottler's uncured material breach, District shall (i) provide immediate physical access to Bottler for the removal of any Equipment, and (ii) pay to Bottler the unearned portion of any Consideration. Further, if either party elects to terminate this Agreement as provided in Section 2 above, District shall (i) provide immediate physical access to Bottler for the removal of any Equipment, and (ii) pay to Bottler the unearned portion of any Consideration.
11. **Right to Off-Set and Withhold.** In the event District fails to pay Bottler any invoice due for Products received, transshipment charges or upon any other basis, Bottler shall have the right to deduct the amount of such unpaid invoice, transshipment charge or other charge from any consideration otherwise due from Bottler to District. Bottler shall have the right to withhold and not pay further any amounts which may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties. Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by District.
12. **Adjustment.** If (i) any of the rights granted to Bottler herein are materially restricted or limited during the Term, including as a result of a Force Majeure Event (as defined in Section 14), or (ii) if any material component of the Campus is closed or substantially closed to students, other than in connection with regularly scheduled breaks, for a period of thirty (30) consecutive days, or (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, or (iv) the District's full-time student enrollment declines by twenty-five percent (25%) over any prior Agreement Year or the standard school year is shortened, or (v) if the volume of Products sold to the District decreases for any reason in any Agreement Year by ten

percent (10%) or more over the prior Agreement Year, then in addition to any other remedies available to Bottler, Bottler may elect to adjust any Consideration to fairly reflect the decreased value of rights granted to Bottler hereunder (and District will pay to Bottler a refund of any prepaid amounts in excess of such Consideration, unless the parties agree in writing to deduct such amount from the Consideration due for the following Agreement Year). If any material component of the Campus is closed to students for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, the parties may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of District by mutual written consent.

13. **Notices.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the addresses on the signature page (as such addresses may be updated from time to time by written notice).
14. **Force Majeure.** The failure of a party to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, hurricane, tornado, epidemic, act of terror or public enemies, action of federal, state or local governmental authorities, or for any reason beyond the reasonable control of such party ("**Force Majeure Event**"), will not be deemed a breach of this Agreement. Such party will resume full performance of and compliance with the terms and conditions hereof promptly upon removal of any such Force Majeure Event.
15. **Claims.** In no event will Bottler accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other Consideration provided under this Agreement ("**Claims**") more than forty-five (45) days from the date of invoice, commission report, check or other applicable documentation. In order to submit a Claim, District shall provide Bottler a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. Bottler will review each Claim in good faith and provide responses to each Claim submitted in accordance with this Section. Bottler will work directly with the District to resolve any Claims or audit issues but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Bottler's place of business.
16. **Complete Agreement.** This Agreement, its exhibits, and District's RFP No. 25-609 attached hereto as Exhibit D, Bottler's Exceptions to RFP No. 25-609 attached hereto as Exhibit E and incorporated herein, contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral. In the event of a conflict between the provisions of this Agreement and a provision in any other document including any "click through" or other online terms and conditions referenced in any such documents or in a website (collectively, "**Supplemental Terms**"), the provisions of this Agreement shall control. No Supplemental Terms shall modify, amend or supplement the terms of this Agreement, even if such Supplemental Terms are accepted or acknowledged by a party after the execution of this Agreement.
17. **Confidentiality.** 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.
18. **Background Check.** All personnel of Bottler who will be assigned to provide services on District property, agree to a background check. All personnel of Bottler who will be assigned to provide services on District property, shall undergo the same criminal background check, within the last 365 days, as required by District employees. If such background checks will be performed by District, they shall be performed at the expense of the Bottler. Additionally, to the extent permissible by law, any charges against the Bottler personnel, may be deemed unacceptable in District'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 District's background check results, District may demand that the personnel named in the check result, not provide services to District premises. Any failure of the Bottler, or personnel who will be assigned to provide services on District property, to obtain a criminal records background check through District, as stated herein, may result in termination of any resulting agreement between Bottler and District.

Confirmation of background checks must be submitted in writing prior to commencement of any services to District to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

19. **Indemnification.** Bottler 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 (collectively, the "Indemnitees"), 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 Bottler'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 willful misconduct, professional error, fault, mistake, or negligence whether active, passive or imputed, of Bottler or its employees, agents, representatives in connection with or incidental to offeror's performance of the agreed-upon services; provided, however, that offeror's obligations under this paragraph shall not apply to the extent that such liability, claim, damage, loss, cost or expense is caused by an Indemnitee.
20. **Miscellaneous.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement. District shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. District and Bottler 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 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 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 claim is located, unless another location is mutually agreed upon. Subject to the express approval of the parties, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Neither party may assign this Agreement without the prior written consent of the other party. All amendments to or waivers of this Agreement must be in writing signed by all the parties. Bottler's delay or failure to exercise any of its rights hereunder will not operate as a waiver thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BOTTLER

Signature: Victor Ragland

Printed Name: Victor Ragland

Title: VP – Atlanta Division

Date: 07/24/2025

DISTRICT

Signature: Devon Q. Horton

Printed Name: DR. DEVON Q. HORTON

Title: SUPERINTENDENT

Date: 8.28.25

NOTICES:

If to Bottler:

Coca-Cola Bottling Company United – East, LLC
8302 Dunwoody Place, Suite 305
Sandy Springs, GA 30350

With a copy to:

Coca-Cola Bottling Company United, Inc.
4600 East Lake Boulevard
Birmingham, AL 35217
Attn: General Counsel

NOTICES:

If to District:

Dekalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
Attention: Superintendent

Exhibits Attached:

Exhibit A – Consideration
Exhibit B – Equipment Placement Addendum
Exhibit C – Fundraiser Terms & Conditions

EXHIBIT A
CONSIDERATION

1. **Annual Marketing Fees.** Bottler agrees to pay District Forty Thousand Dollars (\$40,000) each Agreement Year of the Term (the "Annual Marketing Fees"). The first installment shall be payable within sixty (60) days after the date this Agreement is fully executed, and subsequent installments shall be due on or about the anniversary date of the Effective Date in each Agreement Year remaining in the Term. The Annual Marketing Fees shall be deemed earned pro rata on a daily basis over the Agreement Year for which they are paid.
2. **Marketing Fees – Scoreboard/Icemakers.** Bottler agrees to pay District Twenty Thousand Dollars (\$20,000) each Agreement Year of the Term (the "Marketing Fees – Scoreboard/Icemakers"). The first installment shall be payable within sixty (60) days after the date this Agreement is fully executed, and subsequent installments shall be due on or about the anniversary date of the Effective Date in each Agreement Year remaining in the Term. The Marketing Fees – Scoreboard/Icemakers shall be deemed earned pro rata on a daily basis over the Agreement Year for which they are paid.
3. **Commissions.** Bottler agrees to pay School a monthly commission based on the commission rates and initial vend prices set below. All taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating commissions. Commissions shall not be payable on any sales from vending machines not filled and serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates to recover its costs, including cost of goods, to implement cash discounts, or as it otherwise deems necessary or desirable, in its sole discretion. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the School and shall become immediate property of School.

Product	Vend Rate	Commission %
12oz Sparkling/other cans	\$1.25	20%
20oz Sparkling/MM Ref Bottles	\$2.00	20%
20oz Dasani	\$2.00	20%
20oz Powerade Zero	\$2.25	20%
20oz Smartwater	\$2.25	20%
20oz Vitaminwater	\$2.25	20%
18.5oz Gold Peak Tea	\$2.25	20%
10oz Minute Maid Juices	\$1.75	20%
10.1oz Tum-E-Yummies	\$1.75	20%
12oz BodyArmor	\$2.00	20%
23.7oz Smartwater Flavors	\$2.50	20%
23.7oz BodyArmor Water	\$2.50	20%

4. **Direct Delivery Rebates.** Bottler agrees to pay each school rebates in the amounts set forth below for each converted case of Product purchased and paid for by District for sale at the Campuses (the "Rebates"). The Rebates shall be paid quarterly, in arrears, within sixty (60) days after the end of each applicable period in which the Rebates were earned and will be based on Bottler's case sales records. Rebates shall not be earned on sales of Products through Bottler's full-service vending machines or truckload fundraisers. As used herein, a "converted case" is measured by 24-count. Regardless of the case configurations in which Products are sold, they are translated to the converted case equivalent for purposes of calculating Rebates. The Rebates shall be paid directly to the school, office, athletic department or the school nutrition department.

Product	Rebate
20oz Sparkling	\$2.00
20oz Dasani	\$2.00
20oz Smartwater	\$2.00
20oz Vitaminwater	\$2.00
18.5oz Gold Peak Tea	\$2.00
16oz BodyArmor	\$2.00
16oz Peach Tea	\$2.00
13.7oz Dunkin Donut Coffee	\$2.00

5. **Full-Service Rebates.** Bottler agrees to pay District rebates in the amount of Fifty Cents (\$0.50) set forth below for each converted case of Product sold through Bottler's full-service vending (the "**Full-Service Rebates**"). The Full-Service Rebates shall be paid quarterly, in arrears, within sixty (60) days after the end of each applicable period in which the Rebates were earned and will be based on Bottler's case sales records.
6. **Powerade Sideline Support.** Each Agreement Year, Bottler agrees to make available to District Powerade sideline support, such as ten-gallon coolers, cups, squeeze bottles and carriers or other items, with an aggregate estimated retail value of Nineteen Thousand Five Hundred Fifty Dollars (\$19,550), (\$400 per middle school, \$650 per high school) as determined in good faith by Bottler ("**Powerade Sideline Support**"). Such Powerade Sideline Support will be provided to the Schools upon reasonable advance request. Schools must request available Powerade Sideline Support during the course of each Agreement Year. If the Schools do not request all available Powerade Sideline Support by the end of each Agreement Year, then any Powerade Sideline Support remaining at the end of each Agreement Year shall be forfeited by the schools and retained by Bottler with no further obligation. District understands and acknowledges that it will not receive cash in lieu of Powerade Sideline Support.
7. **Marketing Support.** Each Agreement Year, Bottler agrees to make available to District in-kind marketing support for mutually agreed marketing activities, such as menu boards, banners or other items, with an aggregate estimated retail value of up to Four Thousand Dollars (\$4,000), as determined in good faith by Bottler ("**Marketing Support**"). District understands and acknowledges that it will not receive cash in lieu of Marketing Support.
8. **Plaques and Awards.** Each Agreement Year, Bottler shall provide District with one (1) Teacher of the Year award for each of the schools, and Schools with plaques for each high school to recognize athletic and academic achievement. The Plaques and Awards allotments are as follows:

Teacher of the Year Award – 1 per school
High Schools – 6 plaques per school

9. **Complimentary Product.** Each Agreement Year, Bottler agrees to make available to District and Schools up to One Thousand Four Hundred Sixty (1,460) standard physical cases of complimentary Products consisting of 16.9oz Dasani and 12oz cans. Such complimentary Products will be provided to District and Schools upon reasonable advance request. District and Schools must request all available complimentary Products during the course of each Agreement Year. Complimentary Products will only be delivered within the same Agreement Year in which they are requested. If the District and Schools do not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by District and Schools and retained by Bottler with no further obligation. Complimentary Products are not to be resold. District and Schools understand and acknowledge that it will not receive cash in lieu of Complimentary Product.

District Offices – 500 cases
Special Events – 230 cases (leadership/orientation conference)
Middle Schools – 10 per school
High Schools – 20 per school
Athletics – 150 cases

10. **Fundraisers.** School may participate in Coca-Cola truckload fundraiser sales each Agreement Year. School's participation in any truckload fundraiser sales shall be subject to the terms and conditions set forth in **Exhibit C** hereto.

11. **Event Trailers.**

- (a) In connection with this Agreement, School may have the opportunity to use a trailer supplied by Bottler for concession sales of Products at School events ("**Event Trailer**"). Bottler shall not be liable to School for any claims based on or arising out of injury to person or property in any way relating to School's use of an Event Trailer, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to School for any claims based upon or arising out of lost profits or prospective profits, loss of Product, or consequential, special or incidental damages in any way relating to School's use of an Event Trailer.

To the extent permitted by the laws of Georgia, School shall indemnify, defend and hold Bottler, its parent companies and each of their respective officers, agents, employees, directors, shareholders, affiliates, successors, and assigns harmless from all losses, damages, claims, suits, proceedings, and liabilities of whatever nature, and all resulting costs and expenses, including

reasonable attorneys' fees, arising from or related to any bodily injury or death of any person or damage to real or personal property caused by any act or omission of School, its personnel or agents in connection with School's use of an Event Trailer.

EXHIBIT B
EQUIPMENT PLACEMENT ADDENDUM

During the Term of the Agreement, Bottler may provide to District Equipment (as defined below), subject to the terms of this Equipment Placement Addendum ("EPA"). The terms of this EPA shall apply to each piece of Equipment commencing on its date of installation at any District Location ("Commencement Date"). THE TERMS OF THIS EPA WILL CONTINUE IN EFFECT WITH RESPECT TO EACH PIECE OF EQUIPMENT UNTIL THE EQUIPMENT HAS BEEN RETURNED TO BOTTLER AND WILL SURVIVE THE EXPIRATION OR TERMINATION OF ANY AGREEMENT INTO WHICH THIS EXHIBIT IS INCORPORATED. Any term capitalized, and not otherwise defined herein, shall have the meaning given in the Agreement.

1. Installation and Use Restrictions. Bottler may, from time to time, deliver and install **Equipment** (which term encompasses all equipment provided by Bottler at any time, including, without limitation, vending machines, coolers, fountain equipment, racks and/or any replacement parts, replacements, additions or accessories) reasonably required and as mutually agreed upon to dispense the Bottler's Products. District shall use the Equipment only at the particular location to which such Equipment is actually delivered unless otherwise agreed by Bottler. At all times during the term of this Agreement, District shall maintain records of the location of all Equipment and promptly provide copies of such records to Bottler upon request. The Agreement and this EPA, in addition to any additional documents and/or records by and/or between the parties describing the Equipment and the location(s) where such Equipment is placed, shall be maintained by Bottler and shall constitute the official book of record pertaining to the Equipment. District hereby agrees that: (i) no logo, trademark, advertisement, or other indication of Bottler's ownership of the Equipment shall be obstructed, defaced, or removed, and no other logo, trademark, or advertisement shall be attached to the Equipment; (ii) the Equipment shall not be obstructed, moved, or removed without the prior written consent of Bottler; (iii) the Equipment shall not be sold, reassigned, loaned, leased, or rented to any other party except as authorized by Bottler; in which case, District shall remain fully responsible for the Equipment as per the terms of this Agreement; (iv) no racks, merchandise, or any other objects shall be placed on top of or attached to the Equipment unless expressly authorized by Bottler; and (v) District will not attach the Equipment, or allow the Equipment to be attached, in such a manner as to become part of the realty as a fixture or otherwise, and that the Equipment will be maintained so that it may be easily removed without damage to buildings or realty.
2. Operation. In consideration of the provision of the Equipment by the Bottler to District pursuant to the Agreement, District agrees to purchase from Bottler and store in, or sell through, the Equipment only products supplied by Bottler or an authorized Bottler-approved distributor. In Bottler's sole discretion, a review of District's product purchase volume and Equipment usage may justify ongoing Equipment placement or Equipment removal. Removal of any piece of Equipment will not affect the term of any agreement between the parties, and this EPA shall survive with respect to any Equipment remaining in District's possession.
 - a. If Bottler is providing full-service vending, District agrees to permit Bottler to place the vending Equipment on District's premises. Bottler shall stock such vending Equipment and shall collect all vending proceeds from the sale of beverages. If Bottler has agreed to pay District a commission on sales through the Equipment, all taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating any commissions due to District.
 - b. Bottler hereby loans the Equipment to District; however, during the term of this Agreement, Bottler reserves the right, upon prior notice to District, to lease or rent the Equipment to the District and, upon commencement of the lease or rental program, District agrees to pay a monthly rental/lease amount. Bottler may change the rental/lease rate charged under this Agreement by sending notice of such change to District at its present address. District may terminate this Agreement as set forth herein if it objects to such change.
 - c. If the Equipment includes a fountain beverage dispenser, District agrees to permit Bottler to install the fountain Equipment on District's premises. District agrees such fountain Equipment will be used only for the purpose of dispensing fountain beverage products of The Coca-Cola Company ("**Company**"), such as Coca-Cola® classic (or Coke®), diet Coke® and Sprite®, and other fountain products distributed by Bottler with the understanding that no product of PepsiCo, Inc. or of an affiliate thereof may be dispensed. District further agrees not to dispense any product whose pungency could affect the normal taste or quality of the Company's fountain beverage products.
3. Ownership. Bottler is and, at all times, shall remain, the exclusive owner of the Equipment. District shall protect Bottler's title and keep the Equipment free from all claims, liens, and encumbrances arising from the actions or inactions of District. District's obligation under this paragraph remains until such time as Bottler or Bottler's designee picks up the Equipment. District authorizes Bottler to execute and file any additional instruments in all jurisdictions where it deems it necessary to perfect and maintain Bottler's interest in the Equipment. Bottler shall have the right, during District's regular business hours, to inspect the Equipment at District's premises or wherever the Equipment may be located and to review all records that reasonably relate to the Equipment upon reasonable notice to District. District shall promptly notify Bottler of all details arising out of any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.
4. Service and Repair. District shall take reasonable care of the Equipment. Bottler agrees to provide reasonable service and repair for the Equipment during the term hereof. District shall allow Bottler to enter its premises for the purpose of inspection or performance of such service and repair, or necessary replacement or return or removal of the Equipment upon reasonable notice. In the event additional service and repair is requested by District or reasonably necessary as a result of District's negligence or willful misconduct, Bottler may bill District its standard rate per service call. All service and repair calls must be exclusively handled or authorized by Bottler. District's primary recourse

against Bottler with respect to service and repair provided by Bottler or its agents to the Equipment is that Bottler will correct any defective workmanship at no additional charge to District, provided that Bottler is given prompt notification of any defective workmanship. District shall promptly notify Bottler of any Equipment malfunction and take reasonable steps to mitigate any risk of injury to person or property arising from such malfunction. For example, if a piece of Equipment is not cooling properly, District will unplug that piece of Equipment until it is repaired or replaced by Bottler.

5. **Disclaimer of Warranties; Liability and Costs.** District acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE EQUIPMENT. District accepts no warranties and expressly waives any implied warranties as to the fitness for a particular purpose, merchantability, design, construction, condition, specification, or performance of the Equipment. Except to the extent attributable to the gross negligence or willful misconduct of Bottler, District hereby assumes liability for any and all damage to (normal wear and tear excepted), or loss of, the Equipment from the time the Equipment is delivered to District until returned to or removed and accepted by Bottler. District assumes responsibility to report any damage to, or loss of, Equipment to Bottler immediately. To the extent any payment is due from Bottler to District under the Agreement or otherwise, Bottler may deduct from such payment the cost of repair or replacement of Equipment due to damages for which District is responsible hereunder. All taxes, licenses, charges, or other fees which may be imposed on District's sales of products through the Equipment or in connection with this Agreement by any taxing authority, shall be borne by District.
6. **Exculpation.** **CUSTOMER ACKNOWLEDGES THAT INSTALLATION, USE, OR OPERATION OF EQUIPMENT CARRIES INHERENT RISKS INCLUDING BUT NOT LIMITED TO FLOODING AND DAMAGE TO FIXTURES AND OTHER PROPERTY.** District represents and warrants that plumbing and electrical service on the property is proper and adequate for the installation and use of the Equipment, and District will not use extension cords or other electrical connections not expressly approved by Bottler. Notwithstanding anything herein to the contrary, the provisions of this section will survive termination of the Agreement.
7. **Termination or Expiration.** Upon termination or expiration of the Agreement, District shall promptly return all Equipment to Bottler.
8. **Remedies.** In the event of District's breach of this EPA, Bottler shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Agreement; (x) to declare the entire amount of any rent immediately due and payable, with written notice to or demand of District; (y) to take possession of any or all of the Equipment with written demand or notice wherever the same may be located, without any court order or other process of law; or (z) to pursue any other remedy at law or in equity. If the Equipment is not made accessible by District, then District shall pay all costs and expenses relating to the removal of the Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.

In the event of Bottler's breach of this EPA, District shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Agreement; (x) require the retrieval of any or all Equipment, upon written demand or notice, from any location where it may be found, without the need for a court order or other legal process; or (y) to pursue any other remedy at law or in equity. If the Equipment is not immediately accessible to the Bottler, the District shall coordinate with the Bottler to schedule a reasonable time for pickup of Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.
9. **Casters (if applicable).** If District requests, at any time during the term of the Agreement, that Bottler provide the Equipment equipped with casters, the following provisions shall apply. District represents and warrants that the Equipment is required by a governmental authority pursuant to applicable health, safety, sanitary or other applicable codes or ordinances, or the District desires the Equipment to be equipped with casters to permit the efficient and thorough cleaning of the Equipment and surrounding areas. District recognizes and acknowledges that the casters provided on the Equipment are not designed or intended to allow for the movement of the Equipment beyond the minimal distances required for cleaning of the immediate area and are not designed for movement from room to room or other similar distances. District agrees that it shall not, and shall not permit its employees, agents, or subcontractors to use the casters to move the Equipment beyond the short distances necessary to adequately clean and maintain the Equipment and immediately surrounding areas. District agrees not to otherwise move or displace the Equipment from the area in which it was placed by Bottler. Any violation of this section by District shall constitute a breach of this EPA.
10. **Miscellaneous.** To the extent that any of the terms of this EPA conflict with the terms set forth in any other agreement between the parties (and the effect of such conflict diminishes the rights of Bottler under this EPA), the terms of this EPA will control; provided further that removal of any Equipment will not affect the terms of any other agreement between the parties.

EXHIBIT C
FUNDRAISER TERMS AND CONDITIONS

During the Term of this Agreement, District may have the opportunity to conduct truckload fundraiser sales (each, a **"Fundraiser"**) from time to time in which District will promote the sale of Bottler's Products to interested groups and individuals that may order Products for in-person delivery. The pricing and selection of Products, location, and date of each Fundraiser shall be mutually agreed upon by District and Bottler. These terms and conditions shall apply to any and all Fundraisers conducted by District.

All proceeds from Fundraiser sales shall be remitted to Bottler. Bottler shall apply the proceeds to satisfy in full all (i) Bottler's costs for the Products delivered through the Fundraiser, (ii) applicable sales taxes, and (iii) Bottler's administrative costs associated with the Fundraiser (collectively, **"Fundraiser Costs"**). In the event of any chargebacks, refunds, or cancellations, the amount of the reversed charge and any resulting payment network fees incurred by Bottler shall be deducted from the Fundraiser proceeds. If the Fundraiser proceeds collected are insufficient to satisfy the Fundraiser Costs, District agrees to pay the deficiency amount to Bottler.

For each Fundraiser, Bottler's administrative costs are generally estimated to include (a) 4% of gross proceeds for payment card and gateway fees (plus actual fee amounts for any cancelled orders), and (b) a flat fee of \$0.50 per order for use of the Fundraiser's e-commerce website. District may obtain the specific administrative cost estimates for its Fundraiser from Bottler.

After satisfying the Fundraiser Costs, Bottler will remit all remaining proceeds from the Fundraiser to District via check (**"Proceeds Check"**). Should any chargebacks, refunds, or cancellations occur after Bottler has delivered the Proceeds Check to District, District agrees to pay Bottler the amount of the reversed charge and any resulting payment network fees incurred by Bottler.

Unless otherwise agreed in writing by both parties, District authorizes and directs Bottler to make the Proceeds Check payable to the District's name set forth in the Agreement and to deliver the Proceeds Check to District's notice address set forth in the Agreement. District releases and forever discharges Bottler from any and all claims arising from the Proceed Check recipient's use, misuse, or possession of the Proceeds Check. Bottler shall not be liable to District for any claims based upon or arising out of lost profits or prospective profits, loss of Products, or consequential, special, or incidental damages in any way relating to a Fundraiser.

EXHIBIT D

DeKalb County School District RFP No. 25-609

For

District Wide Beverage Services

	Vendor Services Department Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083
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REQUEST FOR PROPOSAL (RFP) 25-609

Districtwide Beverage Services

Schedule of Events (EST)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	04/3/2025		https://dekalbschoolsga.ionwave.net
Optional Pre-Proposal Conference	04/15/2025	11:00 AM	Via Microsoft Teams (registration required)
Deadline to Submit Questions (Q&A)	04/18/2025	12:00 PM	https://dekalbschoolsga.ionwave.net
Q&A Deadline Responses	04/25/2025	4:30 PM	https://dekalbschoolsga.ionwave.net
Submission Deadline	05/1/2025	2:00 PM	https://dekalbschoolsga.ionwave.net
Virtual Public Acknowledgement	05/1/2025	3:30 PM	Via Microsoft Teams (Registration required)

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



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsga.ionwave.net>

REQUEST FOR PROPOSAL

RFP 25-609

Districtwide Beverage Services

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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>.

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>.
- 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>.

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:

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

This RFP contains all of the terms, conditions and obligations to which the parties agree, and shall not be modified, controlled, explained, supplemented or affected in any way by any usage of trade not expressly included in this agreement.

Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

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 I BACKGROUND AND INFORMATION

A. Objectives

DeKalb County School District (hereinafter, "DCSD") is requesting qualified vendors to submit proposals to provide Districtwide Beverage Services.

Awarded offeror(s) 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 services, 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 over 92,000 students in pre-kindergarten through grade 12. With more than 138 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>

E. Proposal Contact Person

The assigned contact person for offerors is Fred Christopher, Procurement Manager III-Non-Capital who can be reached at (678) 676-0217 or by email to 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 between the time a request for proposal is formally released and a recommendation is made by the administration to the Board, other than as provided herein. **Communication with anyone other than the proposal contact person regarding any portion of this RFP can result in the violating firm being disqualified.** 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. Optional Virtual Pre-Proposal Conference

An optional virtual pre-proposal conference will be held via Microsoft Teams at **11:00 AM EST on Tuesday, April 15, 2025.**

Prospective offerors must provide the following information by **5:00 PM EST, on Monday, April 14, 2025:**

Name and Title
Company Name
Telephone Number
Email Address

This information must be sent to solicitationquestions@dekalbschoolsga.org. Please enter “**Optional Virtual Pre-Proposal Conference – RFP 25-609 Districtwide Beverage Services**” in the subject line of your email. An invitation will be sent via Microsoft Teams to those providing the above information no later than **Tuesday, April 15, 2025, by 10:30 AM EST.**

H. Proposal Submission Deadline

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

Proposals in response to this RFP must be received electronically via IonWave no later than **2:00 PM on Thursday, May 1, 2025.** Proposals received after the stated deadline will not be considered.

I. Virtual Public Acknowledgement

The public acknowledgment will be held virtually through **Microsoft Teams on Thursday, May 1, 2025, at 3:30 PM EST.** For those who would like to attend the acknowledgement, please register no later than **Wednesday, April 30, 2025, by 5:00 PM EST,** by sending an email to solicitationquestions@dekalbschoolsga.org.

Please enter “**Public Acknowledgement - RFP 25-609 Districtwide Beverage Services**” in the subject line of your email.

An invitation will be sent via Microsoft Teams to those participants no later than **Thursday, May 1, 2024, by 2:30 PM EST.**

J. 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 **Friday, April 18, 2025, 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 **Friday, April 25, 2025, at 4:30 PM EST**. Responses to questions will not be posted on official DCSD holidays.

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. Background Checks

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals 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 Individual at a cost of \$45.00 per individual.

Additionally, any charges against the Individual, 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 Individual have no contact with DCSD students or parents or provide services to DCSD premises.

Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

G. 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.

H. 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.

I. 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.

J. Illegal Immigration Reform and Enforcement Act of

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).

K. 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. There are to be no presentations, individually or collectively, without such invitation.

L. 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 July 2025.** The initial contract duration shall be for one year from the final execution date of both parties. The contract may contain up to **four (4) 1-year extension 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 H, Sample Service Agreement.*** 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.

M. 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.

N. 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.

O. Ownership Rights

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

P. 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.

Q. 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.

R. 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. A certified audit is preferred however, an offeror's 2022 and 2023 tax returns and balance sheets will be accepted.
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.

S. No Obligation/No Award 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.

T. 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.

U. 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.

V. Protest Process

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, 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:
 - a) appropriate identification of the solicitation;
 - b) a statement of reasons for the protest;
 - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
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 Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

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

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

MAIL: Attention: Carla Smith, Executive Director

DeKalb County School District

Vendor Services

1701 Mountain Industrial Boulevard

Stone Mountain, Georgia 30083

Email: solicitationquestions@dekalbschoolsga.org

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

Type of Protest	Protest Filing Deadline
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.

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 facilities management 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 **Vendor Services 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 Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. 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

DeKalb County School District is seeking proposals from qualified offerors with professional qualities and technical competence to provide ***Districtwide Beverage Services***.

Awarded offeror shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services will 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, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

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

B. Project Scope of Work

DeKalb County School District (DCSD) is seeking proposals from qualified beverage providers for an exclusive, long-term, full-service beverage marketing and vending partnership. In exchange for financial compensation and other resources, the selected partner will have exclusive rights to market and sell beverages at all DCSD schools, stadiums, and facilities—both current and future.

This partnership aims to support and enhance DCSD's educational mission, student and staff wellness, and related programs. In return for exclusive beverage rights, the selected provider will offer DCSD an annual commission along with additional financial support to fund:

- Academic enrichment
- Technology upgrades
- Educational materials
- Student extracurricular activities
- Educator and student recognition programs
- Physical fitness and nutrition education programs
- Staff development
- Other emerging needs

DCSD intends to award **one** exclusive partnership through this Request for Proposal.

I. Compliance with The National School Lunch Program and DCSD Beverage Guidelines

DCSD participates in the National School Lunch Program. Offerors to this RFP must adhere to Federal guidelines regulating the National School Lunch Program. Specifically, "Competitive Food Sales" as stated in Federal guidelines are not allowed in School Nutrition areas while school meals are being served.

Offeror shall comply with Federal statutes and regulations governing school breakfast and lunch programs and DCSD beverage guidelines.

a. Vending Machines

- Offeror shall place NEW beverage vending machines to support the needs of DCSD students, educators, faculty and visitors at all schools, stadiums and facilities owned or operated by DCSD (present and future). No used vending machines shall be accepted. Offeror shall maintain all vending equipment in good working order, in clean and sanitary condition and shall frequently service and fill each vending machine such that all products are refreshed on an as needed basis. Expired products are not acceptable. Offeror shall ensure immediate area around vending machines are kept free of litter vending related litter.
- DCSD reserves the right to mandate and approve the exact location of every vending machine at every facility. At its sole discretion, DCSD reserves the right to require the relocation or removal of any vending machine. Offeror agrees to comply with any relocation or removal request made by DCSD within forty-eight (48) hours of request.
- DCSD reserves the right to increase or decrease the number of schools, stadiums or facilities at any time during the term of this contract.

b. Full-Service Beverage Vending

- Full-service beverage vending filled by Offeror is required under this contract. Loan beverage vending is not allowed.
- Offeror is expected to provide all vending equipment, all things and all related services necessary to support the needs of DCSD students, educators, faculty and visitors at all schools, stadiums and facilities owned or operated by DCSD.

c. Beverage Portions

The portion of beverages are as follows:

Product	Size
Soft Drink, Can	12 ounces
Soft Drink, Bottle	20 ounces
Water, Bottle	12 ounces
Water, Bottle	20 ounces
Fruit Juice, Bottle	10 ounces
Fruit Juice, Box	200 milliliters (ml)
Sports Drink, Bottle	20 ounces
Sports Drink, Bottle	12 ounces
Electrolyte or Nutritionally Enhanced Water, Bottle	16.9 ounces

Offeror may propose vended beverage sale price for the above products in **Attachment A -1**. Proposed vended beverage sale prices for each product shall be compatible with and not greater than vended beverage sale prices that are exclusively marketed and sold for consumption at schools, stadiums and other educational facilities.

Offeror may propose additional products (with portion and sale price) in their response if the additional products comply with The National School Lunch Program and DCSD Beverage Guidelines (Paragraph 1 above). If additional products are proposed, offeror must include commission(s) for additional product(s).

II. Commission Calculations

Commissions shall be paid on standard cases of beverages sold.

Commissions are to be paid based upon cash collected, after deducting taxes, recycling fees, other government-mandated fees. Commissions shall be due and payable to DCSD no later than the 20th of each month for the previous month's service. DCSD will advise successful offeror of the required reporting format.

Commissions shall be remitted to:
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083
Attention: Chief Financial Officer

III. Quarterly Accounting Periods/ Reporting / Commission Payment Schedule

Offeror shall at all times maintain accurate records of beverage sales. Offeror shall provide DCSD with detailed, subtotaled and totaled statements reflecting vending sales, by product, by vending machine, by month and year, and by quarterly accounting period.

A quarterly accounting of all sales and monies shall be reported to the DCSD Chief Financial Officer or designee in a reporting format satisfactory to DCSD no later than the 20th day of the month following the previous quarter's services. DCSD will advise successful offeror of the required quarterly reporting format.

Offeror shall retain beverage sales records for three (3) years after contract end date.

DCSD reserves the right to inspect Offeror's beverage sales records upon request by DCSD.

The following quarterly accounting periods shall run simultaneously with this contract:

<u>QUARTERLY ACCOUNTING PERIODS</u>			
<u>Year</u>	<u>Quarter</u>	<u>Period Duration</u>	<u>Period Number</u>
2025	Q1	July 2025 – September 2025	1
2025	Q2	October 2025 – December 2025	2
2026	Q3	January 2026 – March 2026	3
2026	Q4	April 2026 – June 2026	4
<u>IF EXTENDED, QUARTERLY ACCOUNTING PERIODS</u>			
<u>Year</u>	<u>Quarter</u>	<u>Period Duration</u>	<u>Period Number</u>
2026	Q1	July 2026 – September 2026	5
2026	Q2	October 2026 – December 2026	6
2027	Q3	January 2027 – March 2027	7
2027	Q4	April 2027 – June 2027	8
<u>IF EXTENDED, QUARTERLY ACCOUNTING PERIODS</u>			
<u>Year</u>	<u>Quarter</u>	<u>Period Duration</u>	<u>Period Number</u>
2027	Q1	July 2027 – September 2027	9
2027	Q2	October 2027 – December 2027	10
2028	Q3	January 2028 – March 2028	11
2028	Q4	April 2028 – June 2028	12
<u>IF EXTENDED, QUARTERLY ACCOUNTING PERIODS</u>			
<u>Year</u>	<u>Quarter</u>	<u>Period Duration</u>	<u>Period Number</u>
2028	Q1	July 2028 – September 2028	13
2028	Q2	October 2028 – December 2028	14
2029	Q3	January 2029 – March 2029	15
2029	Q4	April 2029 – June 2029	16

<u>IF EXTENDED, QUARTERLY ACCOUNTING PERIODS</u>			
<u>Year</u>	<u>Quarter</u>	<u>Period Duration</u>	<u>Period Number</u>
2029	Q1	July 2029 – September 2029	17
2029	Q2	October 2029 – December 2029	18
2030	Q3	January 2030 – March 2030	19
2030	Q4	April 2030 – June 2030	20

IV. Beverage Price Changes

Prices shall be firm from the commencement date through June 30, 2026.

If the contract contains 1-year extension options in accordance with Part II, Section L, Contract Terms, price changes shall be permitted only at the beginning of an annual contract extension period.

Only one (1) price change request will be allowed during any 12-month period commencing with July 1, 2026. The contract price must be held firm for the entire term of the contract as extended. Price changes, either up or down must be based on demonstrated beverage industry market sector indices, Consumer Price Index and actual written increases passed on from suppliers. Written, detailed proof of price changes and associated justification must be presented to DCSD with any proposed price changes at least thirty (30) days prior to the commencement of an annual contract extension period.

V. Beverage Sales Tax

Offeror shall collect all sales tax as required by Georgia law and shall forward taxes collected to the Georgia Department of Revenue. Beverage sales prices are to include all applicable sales tax. Refer to Taxes, page 6.

VI. Equipment Fund

The awarded offeror shall provide equipment funding that will be used to cover costs and to provide support for, but may not be limited to the following items:

- Purchase and install scoreboards (includes taxes, freight/shipping charges, delivery fees and all things necessary, and repair and maintenance thereof)
- Purchase icemakers
- Purchase coolers
- Repair and maintain signs, menu boards and banners

VII. Service Personnel

The successful offeror's company shall perform the work described in this contract. No third party or sub-contractors will be accepted. Personnel will be required to abide by security policies and procedures as set forth by each DCSD school, stadium or facility.

VIII. Other Valuable Consideration

Offeror shall describe in detail, to include estimated values, additional or complimentary in-kind support to be realized by DCSD. In-kind or complimentary support may include, but not be limited to the following:

- Cases of beverages
- Teacher of the year plaques
- Support employee of the year plaques
- Student recognition plaques
- School program advertisements
- Program underwriting
- Subscriptions
- Party sponsorships
- Athletic supplies
- Spirit supplies
- Field trip admissions
- Other support, not yet defined.

C. 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, and any other marketing and informational media which will support and enhance their submission value.

D. 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."**

E. Technical Proposal

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in providing District Wide Beverage Services 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.

Technical Proposals shall include the following:

Compliance Information

Firms must meet minimum criteria as specified to receive further consideration. This is a compliance section and carries no evaluation points. Proposals shall include the following:

The submitting company must be licensed by the State of Georgia or otherwise duly licensed in such a manner as to be able to provide all services specified in this RFP in Georgia 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 either licensed by the State of Georgia or, if licensed by another state, authorized by Georgia to provide the licensed services in Georgia. Company must submit copies of all employees' licenses that will be assigned to this project.

Litigation Information: 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 within 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.

Evaluation Criteria

An Evaluation Committee will evaluate the proposals using the following criteria:

1. Firm's Overview (15 Points)

- a. Provide a full and complete company profile to include, but not limited to Firm's name, address, headquarters and or branch office handling this project, as well as primary contact name, title, related telephone/fax numbers and email address.
- b. State how many years licensed to do business under the name stated above. Describe firm ownership structure and history.
- c. List the number of permanent, licensed (if applicable) employees and provide an organizational chart of the firm. Include management-level employee(s) the firm intends to assign to the project. Include a professional biographical summary including any certifications/licenses and detailed outline of the role and responsibility of each employee that will be assigned to the project.

1. Scope of Services (25 points)

- a. Please provide your company's comprehensive methodology and proposed strategy for providing Districtwide Beverage Services to DCSD. Please be detailed and specific in your response.
 - i.
- b. Describe in as much detail as possible, why the proposer's company should be selected to provide services to the DCSD.
- c. Provide the name and telephone number of the individual(s) that can be contacted in case of an emergency or for services needed after hours, holidays or weekends.

2. Firm's Relevant Experience and Expertise (15 points)

- a. Submit past experience providing services that are comparable in scope and organizational size which best illustrates your firm's ability to provide Districtwide Beverage Services for large K-12 or other governmental entities.

Please list no more than ten (10) projects and do not list projects that were not completed by your firm or completed over ten (10) years ago. In addition to the information above, each project listed should include the following information:

1. Company/Entity Name
2. Contact Name, Phone Number, Mailing and Email Address
3. Scope of Services Provided
4. Project Start and Finish Date

4. Professional References (10 points)

- a. The firm shall submit a minimum of three (3) written recommendation letters from current or previous clients/owners. The recommendation must state actual examples of how the firm had a positive working relationship with prior organization(s).
- b. DCSD reserves the option of contacting any of the references provided to confirm information provided.

5. Cost Proposal (35 points) – Do not include with Technical Proposal

- a. Offerors are required to complete both **Attachment A-Cost Proposal Form** and **Attachment A-1 Cost Proposal Form Part II**.
- b. Please provide any and all pricing breakdown as requested on **Attachment A-1 Cost Proposal Form Part II**.
- c. The **Attachment A-Cost Proposal Form** and **Attachment A-1 Cost Proposal Form Part II** shall not be altered in any way. Any alterations to the provided cost proposal form may cause your company to be deemed non-responsive and disqualified from further consideration.

Relative Weight	Evaluation Criteria
15	Firm's Overview
25	Scope of Services
15	Firm's Relevant Experience and Expertise
10	Professional References
35	Cost Proposal
100 points	

F. Transition Plan/Transition on Commencement of Contract (If Applicable)

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:

- a. Exercise best efforts and cooperation for an orderly and efficient transition to another provider or to DCSD.
- b. 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 provider shall provide sufficiently 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.
- c. 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.
- d. 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.

G. 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. 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 25-609 Districtwide Beverage Services (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**)
- Certificate of Insurance (**Upload Required**)
- Attachment A – Cost Proposal Form (**Upload Required**)
- Attachment A-1 - Cost Proposal Form Part II (**Upload Required**)
- Attachment B – Non-Collusion (**Upload Required**)
- Attachment C - Conflict of Interest (**Upload Required**)
- Attachment D – Critical Paragraphs (**Upload Required**)
- Attachment E – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment F – Suspension and Debarment Certification (**Upload Required**)
- Attachment G – Immigration & Security Certification (**Upload Required**)
- Attachment H – Sample Service Agreement
- Attachment I– Signature Page (**Upload Required**)
- Technical Proposal (**Upload Required**)
- Brochures, Catalogs, Manuals, Websites, Literature, and other marketing media
- Added Value

Attachment A
RFP 25-609
Districtwide Beverage Services
COST PROPOSAL FORM

Offeror must provide costs to DCSD associated with providing the services requested in this RFP. Pricing must be submitted on this form in the format requested. **Alterations to the cost proposal form may result in the offeror being deemed non-responsive and proposal rejected.** DCSD reserves the right to request and negotiate a "best and final offer" response from Offerors.

Please provide pricing as requested for the services listed in Part III of this RFP. Pricing shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, and all other costs and charges necessary to perform the services below in accordance with this RFP.

Complete and Upload Attachment A-1 Cost Proposal Form Part II. This is a mandatory requirement.

Complete the following:

Company Name

Authorized Company Representative Name (please print)

Title

Authorized Company Representative Signature

Date

Address

Phone

Fax

Email

Attachment B
RFP 25-609
Districtwide Beverage Services
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 C
RFP 25-609
Districtwide Beverage Services
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.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment D

RFP 25-609 Districtwide Beverage Services 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.
- 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.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment E

RFP 25-609 Districtwide Beverage Services

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 Name

Company Representative Signature

Date

Attachment F

RFP 25-609

Districtwide Beverage Services

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: _____
(Offeror Company Name/Certifying Official Signature)

Date: _____

Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

Attachment G

RFP 25-609 Districtwide Beverage Services

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:

Districtwide Beverage Services

Solicitation Number (if applicable):

RFP 25-609

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: _____

Districtwide Beverage Services

Solicitation Number (if applicable): _____

RFP 25-609

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: _____

Districtwide Beverage Services

Solicitation Number (if applicable): _____

RFP 25-609

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: **Districtwide Beverage Services**

Solicitation Number (if applicable): **RFP 25-609**

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

Name of Public Employer: _____

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 H

SAMPLE SERVICE AGREEMENT

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND _____

Service Provider: _____

Project Name: _____

Address: _____

RFP No.: 25-609

Description: Districtwide Beverage Services

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. **25-609 (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. Devon Horton, 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 2026 \$ _____

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 #25-609, 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. Carla Smith, Vendor Services Executive Director, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

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:

Type of Insurance	Coverage Limits
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.

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: Devon Q. Horton
[Signature]

By: _____
[Signature] [SEAL]

Dr. Devon Horton, Superintendent

Print Name: _____

Title: _____

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

Address

8-15-25
[Date of Execution]

[Date of Execution]

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.

EXHIBIT "A"

DeKalb County School District RFP No. 25-609

For

Districtwide Beverage Services

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 I

RFP 25-609 Districtwide Beverage Services

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

EXHIBIT E
EXCEPTIONS TO RFP No. 25-609

Coca-Cola Bottling Company United-East, LLC ("Coca-Cola")
Deviations to DeKalb County Georgia
Request for Proposal No. 25-609 for Beverage Services

General Exception: The final Agreement should be mutually negotiated between the parties and should supersede the RFP and proposal and be the document used to govern the relationship between the parties. The past contracts have been mutually negotiated between the District and Coca-Cola starting with Coca-Cola's standard Beverage Agreement (draft attached hereto).

Page 6 and Page 15-Section L. – Cancellation

In the event of any termination of this Agreement other than due to Bottler's uncured material breach, School shall (i) provide immediate physical access to Bottler for the removal of any Equipment, and (ii) pay to Bottler the unearned portion of any Consideration.

Page 8 – A. Objectives – Coca-Cola's financial offer is based on full exclusivity.

Page 14 – I. Indemnification – Coca-Cola proposes the following changes.

I. 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, willful misconduct~~, 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 provided, however, that offeror's obligations under this paragraph shall not apply to the extent that~~ 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 ~~release~~ Indemnitees from liability for 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 for twenty-four (24) months from the date of completion, expiration, or termination of offeror's agreed-upon services for any reason.

Page 17 – Financials – We are a closely held private company. Our financials are confidential. We will be happy to provide under separate cover not to be made part of the bid upon execution of an NDA as we have done on previous bids.

Page 22 – 1.a Vending Machines shall be new or like new.

Page 25 – Beverage Price Changes – Coca-Cola cannot agree to fixed pricing for the entire term. Prices are subject to change each Agreement Year. Price increases generally occur automatically on or about the anniversary date of the Effective Date each Agreement Year. However, in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees, Bottler may further increase prices to cover such increased costs at other times during the Agreement Year; in which case Bottler will provide thirty (30) days' written notice to School prior to such price changes taking effect.

Insurance

Coca-Cola will provide our standard insurance coverage as uploaded. Coca-Cola does not agree to waiver of subrogation. Coca-Cola will endeavor to require thirty (30) days notice prior to expiration, cancellation or alteration of coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Cheryl Wallace	
	PHONE (A/C, No, Ext): 1-800-476-2211	FAX (A/C, No):
INSURED Coca-Cola Bottling Company United, Inc. and its Subsidiaries and Divisions P.O. Box 2006 Birmingham, AL 35217	E-MAIL ADDRESS: chew@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Safety National Casualty Corporation	
	INSURER B : National Fire & Marine Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** Y64ATJQ2 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blkt Contr-Insd Contract GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		GL6676821	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy Aggregate \$ 10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Statutory PIP		CA6676820	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FL PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		42RLO30921606	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	LDS4069006	11/01/2024	11/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured with respect to the above General Liability and Automobile Liability policies, but only as respects liability arising out of the Named Insured's operations or premises owned or rented to the Named Insured to the extent required in a contract with the Named Insured. Waiver of Subrogation applies in favor of Certificate Holder as respects General Liability, Automobile Liability, and Workers Compensation as required by written contract. In the event of cancellation by the insurance companies the above General Liability, Auto Liability, Excess Liability and Workers Compensation policies have been endorsed to provide 30 days Notice of Cancellation (except for non payment) to the certificate holder shown below.

CERTIFICATE HOLDER DeKalb County School District DeKalb County Board of Education 1701 Mountain Industrial Blvd. Stone Mountain, GA 30083	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Byron Schueneman, Chief Financial Officer
Division of Finance

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: June 9, 2025

RE: **RFP 25-609 Districtwide Beverage Services**

At its business meeting on Monday, June 9, 2025, the DeKalb Board of Education approved the award of RFP 25-69 to **Coca-Cola Bottling Company United-East, LLC**, to provide districtwide beverage services for a period of one year. If approved, the award would include four (4) one (1) year renewal options.

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance

