DeKalb County School District	**Vendor Services Department** Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083

REVISED REQUEST FOR PROPOSAL (RFP) 26-732

Food Items and Distribution Services

Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	03/26/2026		https://dekalbschoolsga.ionwave.net
Optional Pre-Proposal Conference	04/14/2026	11:00 AM	Via Microsoft Teams (registration required)
Deadline to Submit Questions (Q&A)	04/17/2026	12:00 PM	https://dekalbschoolsga.ionwave.net
Q&A Deadline Responses	04/24/2026	5:00 PM	https://dekalbschoolsga.ionwave.net
Submission Deadline	04/30/2026	2:00 PM	https://dekalbschoolsga.ionwave.net
Virtual Public Acknowledgement	04/30/2026	3:00 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*

DeKalb County School District

1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

https://dekalbschoolsga.ionwave.net

REQUEST FOR PROPOSAL

RFP 26-732

Food Items and Distribution 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)

<u>§ 200.322 Domestic preferences for procurements.</u>

(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. ***<u>Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:</u>***

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

PART I
BACKGROUND AND INFORMATION

A. Objectives

DeKalb County School District (hereinafter, "DCSD") is requesting qualified vendors to submit proposals to provide ***Food Items and Distribution 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 91,000 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
- 7 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@dekabschoolsga.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 14, 2026.**

Prospective offerors must provide the following information by **5:00 PM EST, on Monday, April 13, 2026:**

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 26-732 Food Items and Distribution 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 14, 2026, 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, April 30, 2026**. 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, April 30, 2026, at 3:00 PM EST**. For those who would like to attend the acknowledgement, please register no later than **Wednesday, April 29, 2026, by 5:00 PM EST**, by sending an email to ***solicitationquestions@dekalbschoolsga.org.***

Please enter "**Virtual Public Acknowledgement - RFP 26-732 Food Items and Distribution Services**" in the subject line of your email.

An invitation will be sent via Microsoft Teams to those participants no later than **Thursday, April 30, 2026, 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 17, 2026, 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 24, 2026, at 5:00 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 <u>mandatory</u> 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 August 2026.** 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. Vendor(s) will be allowed to request price changes on a **quarterly** basis, commencing the extension/renewal date on any individual product or service included in this RFP. Any price increase must be approved in writing by DCSD.

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 Appendix A***, ***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 – 2023 and 2024. A certified audit is preferred however, an offeror's 2023 and 2024 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 – 2023 and 2024.
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*

DeKalb County School District (DCSD) is requesting written proposals from experienced, highly qualified and capable of providing ***Food Items and Distribution Services***.

Awarded Offeror shall provide services in accordance with the specifications, requirements, and terms and conditions stated herein. Services shall include all equipment, labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel and per diem, direct and indirect administrative costs, overhead, any other charges, and all things and services necessary to provide a complete turn-key solution based on the information contained in this RFP for Food Items and Distribution Services in accordance with the requirements of this RFP.

DCSD reserves the right to add or remove DCSD facilities (schools, centers, and portable classrooms) as needed.

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

B. *Project Scope of Work*

The purpose and intent of this Request for Proposal (RFP) is to establish a contract with a qualified food service distributor to provide the delivery of a broad range of food products to support the nutritional programs of the DeKalb County School District (DCSD). Products may include, but are not limited to, main entrées, beverages, grocery and staple items for approximately 126 DCSD schools and related facilities. DCSD seeks a distributor capable of providing reliable product availability, efficient delivery services, and responsive customer support to meet the District’s operational needs.

DEFINITIONS

Addendum: A change, addition, alteration, correction or revision to a bid or contract document.

Bid Unit: The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage, and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

CFR: Code of Federal Regulations

CN: Child Nutrition

Contract Documents: Consist of the Agreement between the School Nutrition Program and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

EPA: Environmental Protection Agency

FNS: Food and Nutrition Services

F.O.B.: Freight on Board

HACCP: Hazard Analysis Critical Control Point

NSLP: National School Lunch Program

O.C.G.A.: Official Code of Georgia Annotated

OMB: Office of Management and Budget

Pack size: With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

Purchase Unit: The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

SBP: School Breakfast Program

SFA: School Food Authority or DCSD School Nutrition Services

SNP: School Nutrition Program

USDA: United States Department of Agriculture

U.S.C.: United States Code

Vendor: The provider of the goods and/or services under the Awarded Contract.

STANDARD TERMS AND CONDITIONS

The signed and dated contract between the SFA and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over $100k) **2 CFR Appendix II to Part 200 (I)**

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

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over $25k) **2 CFR Appendix II to Part 200 (H)**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.
The Vendor certifies that the Vendor and/or any of its sub vendors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180.
These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Vendor will immediately notify the School Food Authority if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.
By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency.
All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See *Attachment E*

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

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act:7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Buy American:
Definition of domestic commodity or product. The term 'domestic commodity or product' means:

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs and when considering limited exceptions to the Buy American provision-USDA Memo SP 38-2017; SP 23-2024. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of 5 weekdays in advance of delivery. The request must include:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and

(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and

(b) Price of the non-domestic product that meets the required specification of the domestic product.

(c) The product is listed on the Federal Acquisitions Regulations Nonavailable

articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the

U.S. in sufficient and reasonably available quantities of a satisfactory quality.

Notification of non-domestic food purchases provided by the vendor is necessary to assist the SFA with ensuring that the annual cost of non-domestic food purchases acquired with School Nutrition Program funds does not exceed the caps established as applicable to the contract and optional renewals.

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

DOMESTIC PREFERENCE FOR GOODS AND MATERIALS (Applicable to non-food only) 2 CFR 200.322, 2 CFR Appendix II to Part 200 (L)

As appropriate and to the extent consistent with law, the recipient and/or subrecipient 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, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy American preferences set forth in 2 CFR part 184.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT [2 CFR Appendix II to Part 200 (B)]

All contracts in excess of $10,000 must address termination for cause and for convenience by the recipient and/or subrecipient including the manner by which it will be affected and the basis for settlement:

(a) Termination for Cause. The SFA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SFA, upon request, with adequate assurances of future performance. The SFA shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date, outlining the reasons for the termination and specifying the remedies the SFA intends to pursue. In the event of termination for cause, the SFA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SFA for any and all rights and remedies provided by law. The Contractor may also terminate this contract under the same set of aforementioned conditions.

The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Vendor in default of its obligation under the Contract:

(i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;

(ii) The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) The Vendor fails to make substantial and timely progress toward performance of the Contract;

(iv) The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Vendor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Vendor has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or

(vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.

(viii) Immediate Termination. This contract will terminate immediately and absolutely if the SFA determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the SFA's sole discretion and shall be conclusive. Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination. Further, the SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination
   of the Contract effective as of the date on which the license or certification is no longer in effect;

2. The SFA determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized;
3. The Vendor fails to comply with confidentiality laws or provisions;
4. The Vendor furnished any statement, representation, or certification in connection with the Contract
   or the bidding process, which is materially false, deceptive, incorrect, or incomplete; and/or
5. The Vendor or SFA commits a material breach of this Contract.

(b) Termination for Convenience. The SFA may terminate this contract for any reason, provided that the SFA shall be required to provide the Contractor with a prior sixty (60) days' written notice of the effective date of such termination (the "Termination for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions. The contractor will be compensated for work performed and costs incurred up to the date of termination, as well as any charges that directly result from the termination.

(c) Notice of Default. If there is a default event caused by the Vendor, the SFA shall provide written notice to the Vendor

requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:

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

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

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

(e) Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(f) The Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the SFA, the Vendor shall:

(i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the SFA may require;
(ii) Immediately cease using and return to the SFA, any personal property or materials, whether tangible or intangible, provided by the SFA to the Vendor;
(iii) Comply with the SFA's instructions for the timely transfer of any active files and work product by the Vendor under the Contract;
(iv) Cooperate in good faith with the SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor;
(v) Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Vendor; and

Understand that all supplemental contracts, purchase orders, and/or orders for goods or services issued by the SFA and accepted by the vendor shall survive the expiration or termination of this contract.

V. HUB (Historically Underutilized Business) STATEMENT

It is the intent of the SFA to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises, labor surplus area firms and veteran-owned businesses.
Small businesses, women and minority-owned business sources, labor surplus area firms and veteran-owned businesses will not be given unfair advantage when evaluating competitive purchases i.e., simplified acquisition purchases, sealed bids, proposals, or noncompetitive procurement (2 CFR 200.321).
When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. Such consideration means:

(1) These business types are included on solicitation lists;
(2) These business types are solicited whenever they are deemed eligible as potential sources;
(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring a contractor under a Federal award to apply this section to subcontracts.(2 CFR 200.321)

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over $10k) [2 CFR Appendix II to Part 200 (C)]

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

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

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $150k) [2 CFR Appendix II to Part 200 (G)]

The vendor shall comply with all applicable standards, orders, or requirements of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, per 2 CFR Appendix II to Part 200 (G): Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IX. RECORD RETENTION AND ACCESS CLAUSE

The Vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the SFA ,throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are

involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records
may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFA's Board of Education reserves the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XII. CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of

the SFA shall participate in selection or in award or administration of a contract supported by the School Nutrition Program funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

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

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is

prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department.

The SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

XIII. DUTY TO EXAMINE

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

XIV. EXCEPTIONS TO TERMS AND CONDITIONS

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

XV. VELOCITY REPORT (where applicable)

Vendor shall supply a velocity report to the School Nutrition Director upon request. It must include Year to Date totals of individual items purchased.

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

Vendor verifies its compliance with O.C.G.A. § 13-10-91 and is authorized to use and uses the federal work authorization program commonly known as E-Verify.

XVII. INTERNAL CONTROLS 2 CFR 200.303

Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

II. PROPRIETARY INFORMATION

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

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

a) All items shall be properly labeled. No private labels will be accepted on commercial products.

b) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Nutrition Data (Upload Required).

a) In the event of loss of state or federal funds due to Bidder(s) failure to meet CN Label/Product Analysis requirements, the Bidder(s) shall reimburse losses to SFA.

IV. PRICING INFORMATION AND METHOD OF PAYMENT

a) Prices: All prices offered shall be firm against any increase for ~~180~~ **90** days from the date of the contract award. Subsequently, the SFA may entertain a request for escalation/de-escalation on an annual basis. These price adjustments must be based on changes in market conditions and verified in accordance with the most recent publication from a valid third party.

See examples below:

- USDA Agricultural Marketing Service (AMS) Report,
- Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the

  U.S. Department of Labor, Bureau of Labor Statistics,
- Class I raw milk prices based on monthly USDA Federal Milk Order announcements for the applicable geographical zone (may wish to include additional stipulations for milk within this clause),
- And/or other valid third party.)

Request for price increases and/or decreases must be submitted to the **SFA 45 days** prior to taking effect. The aforementioned third-party publication/documentation must accompany requested price increases. Vendor will be allowed to request price changes on a **quarterly** basis.

The SFA reserves the right to accept or reject the request for a price increase and will maintain documentation of approval or denial. If price increases escalate above 5% per the awarded price of each product, the SFA reserves the right to provisionally purchase the product from another source if an equal and more reasonably priced option can be acquired, based on specifications. This clause also obligates vendor to provide price decreases from de-escalation on the same terms.

If administrative/operational fixed fees are also significantly affected by market conditions during periods of unprecedented economic instability, that are beyond the control of either the SFA or the vendor, a fixed fee price adjustment can also be increased up to 5% on a 6 months basis. This fixed fee price increase must be verified by the current applicable CPI, such as the monthly CPI motor fuel index for times when fuel prices unexpectedly increase rapidly.
The publication/documentation must accompany associated requested price increases.

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

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

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

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

f) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location and date of delivery
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased
5. Signature of acceptance

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

SFA School Nutrition Director or designee

V. METHOD OF SHIPMENT/ORDERS & DELIVERY INFORMATION

a) Orders and deliveries: Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted. Inspection: Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the

b) item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product(s) must be picked up immediately.

c) Credit: Credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time and date.

d) All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on *Attachment C.*

e) In an emergency situation in which the SFA requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the SFA has the option to purchase those goods from another source with no penalty to either party.

f) The SFA may have an occasional opportunity to purchase a limited amount of local fresh produce and reserves the right to do so for special occasions (such as Farm to School, Harvest of the Month, and other applicable School Nutrition educational opportunities).

g) Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.

h) Delivery of product(s) must be made in a well-maintained refrigerated truck, if applicable. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

i) Two invoices are to be provided and must be reviewed and signed at the time of delivery and if any discrepancies are noted during delivery those will be initialed and dated by the driver and school nutrition employee receiving the order.

The Three Strikes Rule: (if applicable and warranted)

(1) After vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the SFA will call vendor to report contract violation. The SFA will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.

(2) After vendor's second offense of providing sub-par product, late delivery and/or poor customer service, the SFA will send a certified notice to the vendor documenting that this is the second offense, and a third offense will result in termination of the contract for cause. If the offense is providing sub-par product, then the vendor agrees to pay the School Food Authority to purchase quality product at the vendor's expense.

(3) After the vendor's third and final offense of the aforementioned, the SFA will terminate the contract for cause in writing via email and regular mail, copying the District Purchasing Compliance Officer.

VI. EQUIVALENT/ALTERNATE PRODUCTS

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

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

1. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.

2. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.

3. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.

4. Vendor will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the bid documents.

VII. SUBSTITUTION CLAUSE (where applicable)

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. **Substitutions may be made only with prior approval of the Director of School Nutrition.** All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at the same cost as the original awarded item.

VIII. AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

IX. ASSIGNMENT

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

X. INDEPENDENT VENDOR AND INDEMNITY

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

XI. FORCE MAJEURE

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

XII. WARRANTY

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

XIII. GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

SAMPLES

Samples shall not be submitted unless expressly requested by the School Nutrition department.

Samples, if required, may be requested on any or all products. If samples are requested from bidder, they should provide one case of each product quoted along with product's handling and preparation instructions, nutritional and child nutrition crediting information.

If samples are requested, the vendor must provide one (1) case of each product requested, at no cost to DCSD. All samples must be labelled with item number and product description.

Vendors who do not provide samples within the required timeframe may be considered non-responsive.

All samples requested must be delivered to the following within ten (10) business days of request:

DSCD School Nutrition Services

Attention: Mr. Hilliard Creath

1780 Montreal Road

Tucker, GA 30084

XIV. SEVERABILITY

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

XV. WAIVER AND REJECTION RIGHTS

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

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

XVI. RELEASE FROM CONTRACT

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

XVII. PIGGYBACKING CLAUSE

The vendor agrees to allow the SFA and the following school districts to have the same terms, cost, and conditions as this solicitation, during the time that this solicitation is in effect. SFAs may order items in quantities of one or more.

Any liability created by purchase orders issued against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect from the award of this solicitation, unless otherwise specified.

XVIII. FOOD RECALLS AND BIOSECURITY

Vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall.

The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

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

Food Recall Contact Information:

Company (Vendor) Name	
Contact Name	
Phone Number(s)	
E-mail address	
Back-Up Contact Name	
Phone Number(s)	
E-mail address	

School System Name	
School Nutrition Contact Name	
Phone Number(s)	
E-mail address	
Back-Up School Nutrition Contact Name	
Phone Number(s)	
E-mail address	

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

XIX. CONTRACT WORK HOURS/SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E)) (where applicable)

The vendor shall comply with 2 CFR Appendix II to Part 200 (E) of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

XX. DAVIS BACON ACT (for construction contracts in excess of $2,000) [2 CFR Appendix II to Part 200 (D)] (if applicable)

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The recipient and/or subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient and/or subrecipient must report all suspected or reported violations to the Federal agency.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Vendors and Sub vendors on Public Building or Public

Work Financed in Whole or in Part by Loans or Grants from the United States").The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The recipient and/or subrecipient must report all suspected or reported violations to the Federal agency.

XXI. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR Appendix II to Part 200 (F)) (if applicable)

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

XXII. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323, 2 CFR Appendix II to Part 200 (J)) (if applicable)

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

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

XXIII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR 200.2016, 2 CFR Appendix II to Part 200 (K)) (if applicable)

Contractors and subcontractors are prohibited from using federal funds to enter into, extend or renew contracts for covered equipment, services, or systems that use covered telecommunications as a substantial or essential component of any system or critical technology as part of any system.

XXIV. CIVIL RIGHTS STATEMENT AND ASSURANCE

See Appendix A.

FOOD ITEMS AND DISTRIBUTION SERVICES SPECIFICATIONS

IMPLEMENTATION

Vendor is required to submit an implementation plan to include but not limited to:

Go-Live and Service Plan

1. Provide a high-level timeline from award through first deliveries to DCSD Schools (major milestones only).
2. Summarize your initial service plan for DCSD, including which warehouse(s) will be used, general route design, and the expected mix of live versus night-drop/key-drop deliveries.
   Systems, Data, and Order Guides
3. Briefly describe how you will set up DCSD item files and order guides (including Cost Proposal table items and USDA Foods commercial equivalents) and validate pricing.
4. Summarize how you will connect your ordering system with DCSD's current platform and how any issues will be resolved prior to go-live.

Training and Support

5. Outline your training plan for DCSD school and central staff (formats, timing, and key topics such as ordering, delivery expectations, and how to report issues).
6. Identify ongoing support resources (account management, customer service, technical support).
   Onboarding Additional School District/Participants
7. Describe your typical steps and timeline to onboard new school districts/participants under this contract, and how you will ensure that adding new participants does not degrade service to DCSD.

Risk Management and Contingency

8. Identify the main implementation risks you foresee (e.g., technology integration, staffing, supply chain) and summarize your mitigation strategies.
9. Describe how you will handle any missed implementation milestones (e.g., phased go-live, supplemental staffing, temporary alternate delivery plans).

Note: DCSD is seeking a clear, practical implementation approach, not a lengthy narrative. Respondents may answer succinctly and provide existing implementation documents as attachments where appropriate.

ORDERING PROCESS

DCSD utilizes a K-12 software program for receiving and transmitting e-orders. Currently, the district is using Primero Edge.

1. Explain how the distributor's system will interface with the software.
2. Explain your firm's ability to receive orders electronically.
3. Explain what technical assistance is available when questions or issues arise.
4. Explain in detail your firm's ordering process and associated lead times for limited time offer's (LTO's)/special promotions.
5. Explain procedures for finalizing orders for delivery.
6. Explain order changes and re-deliveries.

Awarded distributor must provide dedicated customer service representative(s) as a liaison to assist orders, deliveries, credit requests and/or product concerns.

Distributor must be able to provide account services to other district affiliation departments and organizations for purchasing commercial food products at contracted pricing.

DISTRIBUTOR'S INVENTORY MANAGEMENT PLAN

The distributor should address the following key components of its organization inventory management plan:

1. Strategy to avoid out of stock inventory.
2. Strategy to avoid excessive inventories/compromised product integrity.
3. Describe product shortage procedures.
4. Describe product substitution procedures.
5. Describe product addition procedure and cost determination.

DELIVERIES

INSIDE DELIVERY REQUIRED. There will be no key drop deliveries.

The awarded vendor must submit a final delivery schedule to DeKalb County School Nutrition Services upon notification from School Nutrition personnel noting the day of the week deliveries will be made.

All approximately 126 DCSD sites will be submitting weekly food orders. All orders are to be delivered Freight on Board (F.O.B) to approximately 126 DCSD addresses. Deliveries shall be made to each school on a weekly basis, Monday through Friday between 6:30 AM and 2:30 PM.

1. Distributor must propose a delivery schedule. DCSD is amenable to accept deliveries on multiple days of the week. (5-10 potential locations may require dual deliveries per week.)

   The distributor must establish and maintain a regular delivery schedule so that cafeteria managers will know when to expect delivery. If all products cannot be delivered by the vendor in the required delivery week, the vendor shall notify the DeKalb County School Nutrition Services (SNS) and specify the name of school/schools, product/products and quantities not delivered.

   In the event of a major mechanical malfunction or issue at a school, the distributor may be asked to deliver all or part of the items on a school's order to DSCD warehouse located at 1780 Montreal Road, Tucker, GA 30084; or another school location within the district.

   When DCSD cannot receive deliveries due to school closure such as holiday, teacher workday, inclement weather or an emergency situation on a scheduled delivery day, alternate delivery schedule must be communicated to DSCD.

2. Explain how the distributor will alter the delivery schedule due to school holidays, school closings, or emergency situations.

3. Describe how your firm will respond to the District's need for same day or immediate delivery when needed on occasion.

Any shortages must be communicated with SNS representative before scheduled deliveries. An established timetable for delivery must be immediately developed for shorted product if product cannot be delivered within five (5) business days due to manufacturer issues. DCSD reserves the right to request a special delivery of shorted product or approved substitutions before the five (5) business days, if shortage will cause major issues in menu planning and serving requirements. In an emergency situation in which the SNS requires delivery in less than 2 days, and the vendor cannot provide the goods within the emergency delivery period, the School Nutrition Program has the option to purchase those goods from another source with no penalty to either party.

DeKalb County SNS may request an off-day delivery. Deliveries of shorted products are not considered an off-day delivery.

Summer School deliveries could be multiple deliveries through June and July. The Summer School delivery schedule will be a coordinated effort.

Due to safety concerns, SNS Managers and their staff are required to keep all outside doors locked. Doors must not be propped during deliveries.

Delivery of product(s) must be made in a well-maintained refrigerated truck. All delivery trucks must be clean, sanitary and free from dirt and debris. The distributor's delivery trucks must have temperature logs when transporting freezer/refrigerated products to DCSD schools. Copy of a specific delivery route's temperature log may be requested if an issue occurs. Under no circumstances may a delivery be left outside the building. Delivery personnel must put products in cooler, stock room or freezer as directed by manager or authorized representative.

All frozen foods must be delivered to the schools in a completely frozen state. Frozen products must not show evidence of defrosting, refreezing, or freezer deterioration. The awarded vendor will be required to submit its most recent Sanitation Audit Scores **each school fiscal year no later than July 1 start date.**

All products will be inspected by the School Nutrition Manager, School Nutrition Assistant Manager or School Nutrition Assistant when delivered. Products will be checked for temperature compliance, damage, leakage or other deviations. Products determined to be damaged, contaminated, unsound, or not meeting specifications will not be accepted and must be replaced immediately at the distributor's expense. All products will be referenced against the invoice before the invoice is signed for at the school by an authorized representative. In the event the School Nutrition Manager, School Nutrition Assistant Manager or School Nutrition Assistant cannot inspect the food order at the point of delivery, the distributor will allow twenty-four (24) hours from actual delivery for the manager to inspect the delivery and report any discrepancies.

1. Describe the delivery process from the time the delivery driver reaches the designated location until the time delivery is completed.
2. Describe how post-delivery discrepancies are handled.
3. Describe safety and security procedures that are in place at the distribution center and in the transportation of products to protect the food supply.

Two invoices are to be provided and must be reviewed and signed at the time of delivery and if any discrepancies are noted during delivery those will be initialed and dated by the driver and school nutrition employee receiving the order.

DELIVERY OF COMMODITY PROCESSED END PRODUCT

It is the distributor's responsibility to ensure that the manufacturer processing USDA commodity foods has an approved processing agreement, an approved Summary End Product Data Schedule (SEPDS) and are approved for Net Off Invoice (NOI) with the Georgia School Nutrition Program (GSNP).

NOI Requirements:

1. Processor has approved SEPDS with GSNP
2. FNS has a positive inventory "on the books" or "in the bank"
3. Distributor must sell at a net price + distributor fees
4. Poultry Processors with Substitution Approval
5. Fully Substitutable Commodities
6. Identical Commodity/Commercial Products
7. Processor sells to distributor at gross price
8. Distributor sells product to any customer
9. Sales verification
    a. Processor responsible to conduct FNS sales verification
    b. FNS responsible to confirm receipt of NOI product AND commodity value

FNS takes title of product once the distributor delivers product.

Distributor invoices FNS the net price. The invoice must identify the gross case price and on a separate line the value of the donated food(s) per case.

Distributor must have the technology in place to meet the reporting requirements of the processors for NOI commodity processed items, K12 Foodservice or Processor Link.

VENDOR CONTIGENCY PROCEDURES

1. Describe your contingency procedures when a primary warehouse is temporarily unable to fulfill orders (e.g., power loss, equipment failure, labor shortage, severe weather).
2. How will orders be re-allocated across warehouses or routes?
3. What is the communication plan to DCSD central office and individual schools when such contingencies occur?

ACCOUNTING PROCEDURES

The distributor explains how its organization will meet the specifications outlined in the RFP, including but not limited to the items listed below.

1. What circumstances would warrant a refund or credit?
2. Explain how refunds and credits appear in your billing system?
3. Are there any conditions when you would not honor a return or replacement request? Explain your answer.
4. Explain the paper trail from point of delivery to invoicing and billing.

REBATES & REPORTS

All products processed with USDA Commodities, eligible for rebates, must have prior approval by the State Department of Education, Food Distribution Section, or a National Commodity Contract. The Georgia Department of Education has approved the Value Pass Through (Net Off Invoice) system and awarded Distributor must be capable of participating.

The awarded distributor must submit monthly velocity reports to DeKalb County School Nutrition that show the totals purchased for commodity rebates.

1. Explain what type, format, and frequency of velocity reports your organization provides, include examples.

When manufacturer rebates are offered or information is needed for a specific manufacturer, explain how your organization will communicate this information to DeKalb County SNS (include example).

2. Distributor must provide usage reports by specific manufacturer, specific time frame and/or by manufacturer's requirement.
3. Provide examples of reports that are available for reconciliation of payments and credits.
4. Provide a monthly Non-Domestic Purchase Report detailing all items acquired that do not comply with Buy American provisions.

USDA value is an expense to our program and will be taken into consideration with the distributors' quote when calculating the base value cost. The Georgia Department of Education has approved the Value Pass Through (Net Off Invoice) system, and the awarded Distributor must be capable of participating.

EXPIRATION & DAMAGES REPORTS

The awarded Distributor shall maintain records of all damaged products and expired or short-dated items delivered to DCSD schools, including damaged canned goods and damaged cases/cartons, and shall provide DCSD with a summary report of such incidents at least monthly in an electronic format. The report shall identify, at a minimum, the school/site, invoice or PO number, item description and numbers (manufacturer and distributor), quantity affected, expiration/best-by date, nature of the damage, and the credit or replacement action taken. DCSD reserves the right to refuse, require pickup, and/or require credit for any product delivered in damaged condition or with insufficient remaining shelf life.

Distributor shall ensure that no products, including USDA Foods and commercial items, are delivered to DCSD past the manufacturer's labeled product end date (e.g., expiration, use-by, best-if-used-by). Products must be delivered with sufficient remaining shelf life to allow DCSD schools a reasonable opportunity to store and use them before such dates, consistent with USDA and Georgia Department of

Education guidance. The Distributor shall monitor product dating for all DCSD inventory and, upon request, provide DCSD with documentation of product end dates and any short-dated items identified and removed or credited.

DISTRIBUTOR PERFORMANCE & STOCKING REPORTS
Provide monthly performance reports, including fill rates and fill are formula calculation, substitution rate, on-time deliveries, and any other performance metric indicating the performance of the Winning Distributor(s).

Stocking report, including all products currently being stocked at a given distribution location.

MARKETING OF PRODUCTS
All marketing materials and promotions used in any DCSD schools must be approved by SNS Executive Director or authorized representative prior to shipment and/or use. Failure to meet this requirement can result in termination of the contract. Distributors are advised to provide samples and descriptions of available marketing materials and promotions for their products to the authorized representative. Distributors are advised to provide samples and a description of available marketing materials and promotions for their products to DeKalb County SNS authorized representatives.

- Describe marketing strategies distributor will provide to increase student participation and enhance menus (include examples).

- Explain how distributor will present information to DCSD concerning opportunity buys and special food buys (include examples).

BILLING
At the time of delivery to the schools, two copies of the distributor's numbered invoice shall be left with the SNS Manager. All invoices must be fully itemized, showing unit and extended cost as well as any discount associated with the item. The copies left with the SNS Manager cannot be changed. The distributor shall post its record to agree with the signed invoice left with the SNS Manager. The signed invoice will be considered the official invoice for payment purposes. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

Invoicing

Invoices, at minimum, shall consist of the following information:

1. Delivery location and date of delivery
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

In the event of a major mechanical malfunction or issue at a school, the distributor may be asked to deliver all or part of the items on a school's order to another school location within the district. The invoice must reflect both the delivery location and the original school that was invoiced.

In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice that was presented to the SNS Manager.

1. The credit or debit shall show the original invoice number, the date and the error being corrected on the face of said credit or debit.

2. One (1) copy of the credit or debit shall be sent to the School Nutrition Services Finance Team by e-mail or posted on the distributor's ordering system.

3. Monthly statements showing invoice numbers and amounts shall be submitted for each school to the School Nutrition Services Finance Team, located at Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084.

4. Payment will be made by the DeKalb County Board of Education within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the School Nutrition Managers and approval to pay received from the School Nutrition Services.

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."**

Value-Added Technology, Solutions, and Support:

Clearly describe any additional beyond the core requirements that improve the efficiency, effectiveness, and compliance of DCSD's School Nutrition Program capabilities.

E. Technical Proposal

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in providing ***food items and distribution 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 with in the past (5) years. Provide a brief explanation for each occurrence and the outcome/disposition. **If there have been no legal actions filed against your company, please include a statement that the Company has not had any legal actions filed against them in the past five (5) years.**

Evaluation Criteria

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

1. Firm's Overview (10 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 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 (if applicable) and detailed outline of the role and responsibility of each employee that will be assigned to the project.

2. Scope of Services (30 points)

a. Please provide your company's detailed methodology and proposed strategy for providing Food Items and Distribution Services. The methodology should include but is not limited to the following:

i. **Implementation**
   1. Go-Live and Service Plan
   2. Training and Support
   3. Risk Management and Contingency

ii. **Ordering Process**

iii. **Distributor's Inventory Management Plan**

iv. **Deliveries**

v. **Delivery of Commodity Processed End Product**

vi. **Vendor Contingency Procedures**

vii. **Accounting Procedures**

viii. **Rebates & Reports**

ix. **Expiration & Damage Reports**

x. **Distributor Performance & Stocking Reports**

xi. **Marketing of Products**

3. Firm's Relevant Experience and Expertise (20 points)

a. Submit past experience providing services that are comparable in scope and organizational size which best illustrates your firm's ability to provide food items and distribution services for a large K-12 school district 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, and Email Address
3. Scope of Services Provided
4. Project Start and Finish Date

4. Professional References (5 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. Indicate your proposed price to provide the services as stated in this RFP using **Attachment A – Cost Proposal Form** provided as part of this RFP.

b. Please provide any and all pricing breakdown as requested on the **Attachment A-Cost Proposal Form**.

c. The **Attachment A-Cost Proposal Form** 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
10	**Firm's Overview**
30	**Scope of Services**
20	**Firm's Relevant Experience and Expertise**
5	**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.

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 2023 and 2024 (**Upload Required)**
- Business License **(Upload Required)**
- Georgia Secretary of State Business License **(Upload Required)**
- Certificate of Insurance **(Upload Required)**
- ***Product Delivery Schedule*** **(Upload Required)**
- Attachment A – Cost Proposal Form **(Upload Required)**
- Attachment A1- Cost Proposal Form **(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- Certification Regarding Lobbying **(Upload Required)**
- Attachment I- Vendor Affidavit **(Upload Required)**
- ~~Attachment J- Exception Form **(Upload Required)**~~
- Attachment K– Signature Page **(Upload Required)**
- Technical Proposal **(Upload Required)**
- Brochures, Catalogs, Manuals, Websites, Literature, and other marketing media
- Added Value

Revised Attachment A

RFP 26-732
Food Items and Distribution Services

COST PROPOSAL FORM

Offeror must provide costs to DCSD associated with providing the equipment and 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.

Revised Attachment A1- Cost Proposal Excel Spreadsheet (Upload required)

Complete the following:

____

Company Name

____

Authorized Company Representative Name (please print) Title

____

Authorized Company Representative Signature Date

____

Address

____

Phone Fax

____

Email

Attachment B
RFP 26-732
Food Items and Distribution 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 26-732
Food Items and Distribution 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 26-732
Food Items and Distribution Services
Critical Paragraphs

Offerors <u>must put their initials</u> 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 26-732
Food Items and Distribution 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 26-732
Food Items and Distribution Services

See Next Page – "Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions"

AD-1047

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

USDA

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

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

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

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

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

SIGNATURE	DATE

Instructions for Certification

1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in
accordance with these instructions.

2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default

4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default

Attachment G

RFP 26-732
Food Items and Distribution 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 Date of Authorization
User Identification Number

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: **Food Items and Distribution Services**

Solicitation Number (if applicable): **RFP 26-732**

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: **Food Items and Distribution Services**

Solicitation Number (if applicable): **RFP 26-732**

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: **Food Items and Distribution Services**

Solicitation Number (if applicable): **RFP 26-732**

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: **Food Items and Distribution Services**

Solicitation Number (if applicable): **RFP 26-732**

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

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

Executed on ____, __________, 202___ in _________________________, ___________
(city) (state)

Signature of Authorized Officer or Agent ____________________________________

Printed Name and Title of Authorized Agent: ____________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 20___.

Notary Public ____________________________________

My Commission Expires: ____________________________________

Attachment H

RFP 26-732 Food Items and Distribution Services
Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code (The Byrd Anti-Lobbying Amendment) 2 CFR Appendix II to Part 200 (I). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of ***(School) SFA*** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of ***(School) SFA*** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (SF-LLL), Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

____
Name/Address of Organization

____
Name/Title of Submitting Official

____

______________________________________ ________________________
Signature Date

Attachment I
RFP 26-732 Food Items and Distribution Services

Vendor Affidavit

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. § 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of SFA 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 vendor will continue to use the federal work authorization program throughout the contract period and the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:
E-Verify Number (4 to 6 digit number) ______________________________________
Date of Authorization _______________
Name of Vendor ____

________________________________(INSERT SCHOOL FOOD AUTHORITY NAME)

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

Executed on ______, ___, 20___ in ______________________ (city), ______ (state).
_________________________________Signature of Authorized Officer or Agent
_______________________________Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF ______________, 20___.
NOTARY PUBLIC
My Commission Expires:_________________________________

~~Attachment J~~

~~RFP 26-732 Food Items and Distribution Services~~

~~Exception Form~~

~~Vendor Name:~~	**~~Request For Proposal (RFP) for:~~** **~~School System:~~** **~~Type:~~**	**~~Date of Submittal:~~**
~~Number and Title of each section of RFP that Bidder takes exception~~	~~Number and Title:~~ ~~Section:~~	~~Number and Title:~~ ~~Section:~~
~~Specific Sentence within each section~~	~~Sentence:~~	~~Sentence:~~
~~Alternate Provisions proposed by Bidder~~	~~Alternate:~~	~~Alternate:~~
~~Vendor's Authorization Signature:~~		
~~Vendor's Authorization printed name:~~		
~~Vendor's Title:~~		

Attachment K

RFP 26-732
Food Items and Distribution 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