REQUEST FOR PROPOSALS (RFP) 15-457
FOR SCHOOL NUTRITION PROGRAM
ADMINISTRATION SOFTWARE AND SUPPORT

PRE-PROPOSAL CONFERENCE – 10:00 AM, April 25, 2014

PROPOSAL SUBMISSION DEADLINE – 2:00 PM, Tuesday, May 13, 2014

PROPOSAL RESPONSES SHALL BE RECEIVED IN THE CENTRAL PURCHASING OFFICE:
DeKalb County School District
Purchasing/Finance Department
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED AT THE FOLLOWING TIME/LOCATION:
2:00 PM, Wednesday, May 14, 2014
DeKalb County School District
Administrative and Instructional Complex
Finance Conference Room
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

RFP Contact Persons:
Carla L. Smith at carla_l_smith@fc.dekalb.k12.ga.us and 678.676.0120
Phyllis D. Jones at jonesp@fc.dekalb.k12.ga.us and 678.676.0285

THE PERSON SIGNING THIS RFP MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY.
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.

**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.

**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.
Inside Delivery Required.
Equipment must be delivered, set in place, and functionality must be demonstrated to DCSD staff.

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.

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

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.

Brand Name or Catalog Number
Any manufacturer name, trade name, brand name or catalogue number used in these specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive or to eliminate competing articles of equal quality. Offerors are at liberty to quote on substitutions so long as the quality or performance of the proposed product meets or exceeds the quality of the specifications listed for any item.

No Obligation/No Award Guaranteed/Cost to Propose
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 appropriated 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.

Offeror must sign below acknowledging the above statement:

Signature: _____________________________________

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.

**Conformity with Laws and Regulations**
All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

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

**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 WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE’S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:

[http://www.dekalb.k12.ga.us/solicitations/](http://www.dekalb.k12.ga.us/solicitations/)

Proposal responses will be received in the Purchasing Office between the hours of 8:30 AM and 4:30 PM only, Monday through Friday, excluding DCSD holidays, furlough days, and inclement weather closings.

**DCSD is not responsible for misdirected mail, mail not received, and/or mail delivered late by designated carriers.**

PROPOSALS RECEIVED IN THE PURCHASING OFFICE AFTER THE STATED DEADLINE DATE AND TIME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

PROPOSALS DELIVERED TO ANY SCHOOL OR LOCATION OTHER THAN THE DCSD PURCHASING DEPARTMENT SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

PROPOSALS THAT ARE DELIVERED BY EXPRESS CARRIER (e.g., FEDEX, UPS) AND RECEIVED IN THE DCSD MAILROOM WITH VERIFYING SIGNATURE BEFORE THE SCHEDULED PROPOSAL DEADLINE SHALL BE CONSIDERED RESPONSIVE AND ENTERED INTO THE PROPOSAL TABULATION.

LABELS WITH THE PROPER IDENTIFICATION INFORMATION ARE PROVIDED IN YOUR REQUEST FOR PROPOSAL PACKAGE FOR YOUR CONVENIENCE AND USE. YOU MAY
ALSO DOWNLOAD LABELS FROM THE DCSD WEBSITE BY CHOOSING ATTACHMENT 1 AT:

http://www.dekalb.k12.ga.us/solicitations/

SEALED PROPOSAL RESPONSES MUST BE CORRECTLY ADDRESSED AS SHOWN ON THE REQUEST FOR PROPOSAL COVER SHEET.

BOXES OR EXPRESS CARRIER PACKAGES CONTAINING SEALED PROPOSALS MUST BE CORRECTLY ADDRESSED AS WELL.

RESPONSES RECEIVED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

NOTICE TO OFFERORS

FOR SECURITY REASONS, ALL OFFERORS ATTENDING THE PUBLIC PROPOSAL ACKNOWLEDGEMENT MUST REGISTER AT THE FIRST FLOOR FRONT DESK AT 1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083, BEFORE ATTENDING THE PROPOSAL ACKNOWLEDGEMENT.

ALL OFFERORS SUBMITTING SEALED PROPOSALS IN PERSON TO THE PURCHASING DEPARTMENT MUST HAVE THEIR SEALED PROPOSALS STAMPED WITH THE DATE AND TIME BY A PURCHASING DEPARTMENT REPRESENTATIVE AND MUST LEAVE THEIR SEALED PROPOSALS IN THE CARE OF A PURCHASING DEPARTMENT REPRESENTATIVE. PURCHASING DEPARTMENT REPRESENTATIVES WILL ISSUE RECEIPTS FOR SEALED PROPOSALS IF REQUESTED.

SEALED PROPOSALS LEFT RANDOMLY AT THE BUILDING, THE DIVISION OF FINANCE OR THE PURCHASING DEPARTMENT WITHOUT BEING DATE AND TIME STAMPED OR WITHOUT ENSURING A PURCHASING DEPARTMENT REPRESENTATIVE TAKES POSSESSION OF SAME SHALL BE CONSIDERED NON-RESPONSIVE.
REQUEST FOR PROPOSALS

RFP 15-457

SCHOOL NUTRITION PROGRAM ADMINISTRATION SOFTWARE AND SUPPORT

THE SCHOOL CANNOT LIVE APART FROM THE COMMUNITY
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PART I

BACKGROUND AND INFORMATION

A. OBJECTIVES

The DeKalb County School District (DCSD) requests proposals from highly qualified, trained, and capable offerors with experience and expertise in the provision and implementation of school nutrition program administration software and support to provide proposals for School Nutrition Program Administrative Software and Support.

The DeKalb County School District (DCSD) requests proposals from qualified, trained, and capable offerors for school nutrition program administrative software and support, in accordance with the specifications, terms and conditions stated herein.

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 second largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 99,000 students in pre-kindergarten through grade 12. With 141 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 over 15,000 full and part time 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 is constantly improving and refining instruction and management to make it as effective, productive, and economical as possible.

DCSD includes approximately:

- 78 Elementary Schools
- 19 Middle Schools
- 24 High Schools
- 11 Specialized Learning Centers
- 4 Administrative Centers
- 5 Athletic Stadiums

Currently, DCSD has 95 Title I schools. 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 nine-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: [http://www.dekalb.k12.ga.us/solicitations/](http://www.dekalb.k12.ga.us/solicitations/)

E. PROPOSAL DEADLINES

Proposals in response to this RFP must be received by the DCSD Purchasing Department at 1701 Mountain Industrial Blvd, Stone Mountain, Georgia 30083, no later than **2:00 pm, Tuesday, May 13, 2014**. Proposals received after the stated deadline will not be considered.

Proposals will be acknowledged publicly on Wednesday, May 14, 2014 at 2:00 pm.

F. SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>RFP Advertisement Dates</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Consecutive Ad in Legal Organ</td>
<td>Thursday – April 3, 2014</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Consecutive Ad in Legal Organ</td>
<td>Thursday – April 10, 2014</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>Friday, April 25, 2014, 10:00 AM</td>
</tr>
<tr>
<td>Deadline for Offerors to Submit Questions</td>
<td>Wednesday, April 30, 2014</td>
</tr>
<tr>
<td>Posted Responses to Questions*</td>
<td>Monday, May 5, 2014</td>
</tr>
<tr>
<td>RFP Submission Deadline</td>
<td>Tuesday – May 13, 2014, 2:00 pm</td>
</tr>
<tr>
<td>RFP Public Acknowledgment</td>
<td>Wednesday – May 14, 2014, 2:00 pm</td>
</tr>
</tbody>
</table>

Responses to questions will not be posted on official DCSD holidays or furlough days. The successful offeror will be formally notified after DCSD board approval.

G. FORMAT AND SUBMISSION OF PROPOSALS

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.

- Proposals must be presented in a three-ring binder with tabs separating the required sections. All attachments must be identified properly for easy recognition and association.

  **Each page of the response must be numbered, and the offeror’s company name must appear in the lower right-hand corner of each page.**
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 required information may be disqualified.

RFP responses must be submitted in a sealed container plainly addressed as shown below. Containers not properly labeled as shown below will not be opened or considered.

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – PAGE 44.

Proposals must be sealed and clearly labeled and addressed as shown below:

<table>
<thead>
<tr>
<th>SEALED PROPOSAL IDENTIFICATION LABEL:</th>
<th>SEALED PROPOSAL ADDRESS LABEL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>This information must appear in the lower LEFT corner of your sealed proposal container (whether envelope, box, express carrier package, etc.)</td>
<td>This information must appear in the mailing address area of your sealed proposal container (whether envelope, box, express carrier package, etc.)</td>
</tr>
</tbody>
</table>

Boxes, express carrier packages and any other containers enclosing sealed proposals must ALSO be clearly labeled as shown above.

Sealed proposals MUST be received by the DCSD Purchasing Department by the DEADLINE stated in this solicitation. Offerors submitting proposals in person must have the date and time stamped on their sealed proposals by a Purchasing Department representative. Sealed proposals must be placed in the care of a Purchasing Department representative.

Failure to follow these sealed proposal label and submission requirements may cause proposals to be declared non-responsive and rejected.
Offerors are required to submit **one (1) original and ten (10) copies of the proposal.** Ten (10) duplicate copies are required to be submitted with the original in a sealed package. It is recommended that copies be made after the original is complete and fully executed (signed and initialed) by the offeror’s authorized representative.

Submit all responses to:
Carla L. Smith, Assistant Director of Finance/Purchasing
Purchasing Department
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

*RFP responses will NOT be accepted at any other DCSD location.*

**H. PRE-PROPOSAL CONFERENCE (If applicable)**

All prospective offerors are invited to attend a Pre-proposal Conference. The pre-proposal conference will be held on **Friday, April 25, 2014 at 10:00 AM in the DCSD Administrative and Instructional Complex, Training Room M201, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083.**

**I. PROPOSAL CONTACT PERSONS**

The assigned contact persons for offerors are Carla L. Smith, Assistant Director of Finance/Purchasing and Phyllis Jones, Associate Buyer for the Department of Purchasing. Ms. Smith can be reached at 678.676.0279 or by email to **carla_l_smith@fc.dekalb.k12.ga.us.** Ms. Jones can be reached at 678.676.0285 or by email to **jonesp@fc.dekalb.k12.ga.us.**

**J. PROHIBITED CONTACTS**

Except with the consent of the proposal contact person, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person.

**K. 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: Carla L. Smith at **carla_l_smith@fc.dekalb.k12.ga.us** and Phyllis D. Jones at **jonesp@fc.dekalb.k12.ga.us.** The deadline to submit questions is **Wednesday, April 30, 2014 at 12:00 Noon.** Questions received after the deadline will not be considered. All questions received by 12:00 Noon, Wednesday, April 30, 2014, shall be answered in writing and both the questions and answers will be posted to the following website on or before Monday, May 5, 2014.

[http://www.dekalb.k12.ga.us/solicitations/](http://www.dekalb.k12.ga.us/solicitations/)
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 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 subcontractors 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 on the basis of 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. SMALL AND MINORITY BUSINESSES AND WOMEN'S ENTERPRISES

It is the policy of DCSD that small and minority businesses and women's enterprises have a fair and equal opportunity to participate in the DCSD purchasing process. All offerors that voluntarily register via the DCSD website are placed on an offeror list which is categorized into National Institute of Governmental Purchasing commodity/service codes and accessed as (if) requirements arise in those commodity/service codes. DCSD hosts an annual “How to Pursue Business Seminar” for all interested offerors. These seminars are advertised and are free of charge to attendees. The seminar agenda includes a review of the DeKalb County Board of Education policies and procedures and features representatives from various internal DCSD departments as well as special guests from the DeKalb County Government and the State of Georgia.

Signature of Company Representative: ____________________  Date: _____________

(Company Name/Certifying Official Signature)
E. 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.

F. 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.

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. NON-PERFORMANCE AND/OR TERMINATION

1. **Immediate Termination.** The award and contract will terminate immediately and absolutely if DCSD determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that DCSD cannot fulfill its obligations under the contract, which determination is at DCSD’s sole discretion and shall be conclusive. Further, DCSD may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

   a. In the event the contractor is required to be licensed or certified 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;

   b. DCSD determines that the actions, or failure to act, of the contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

   c. The contractor fails to comply with confidentiality laws or provisions; and/or

   d. The contractor furnished any statement, representation, or certification in connection with the contract or the bidding process which is materially false, deceptive, incorrect, or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for DCSD to declare the contractor in default of its obligations under the contract:

   a. The contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the DCSD’s satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the contractor;

   b. DCSD determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;

   c. The contractor fails to make substantial and timely progress toward performance of the contract;

   d. The contractor becomes subject to any bankruptcy or insolvency proceeding under federal, county, or state law to the extent allowed by applicable federal, county, or state law including bankruptcy laws; the contractor terminates or suspends its business; or DCSD reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

   e. The contractor has failed to comply with applicable federal, DeKalb County Board of Education and state laws, rules, ordinances, regulations, and orders when performing within the scope of the contract;

   f. The contractor has engaged in conduct that has or may expose DCSD or the DeKalb County Board of Education to liability, as determined in DCSD’s sole discretion; or

   g. The contractor has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of DCSD, the DeKalb County Board of Education, or a third party.

3. **Notice of Default.** If there is a default event caused by the contractor, DCSD shall provide written notice to the contractor requesting that the breach or non-compliance be remedied within the period of time specified in DCSD’s written notice to the contractor. If the breach or non-compliance is not remedied within the period of time specified in the written notice, DCSD may:

   a. Immediately terminate the contract without additional written notice; and/or

   b. Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting contractor; and/or

   c. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days written notice, DCSD may terminate the contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the contract to DCSD up to and including the date of termination.

5. **Termination Due to Change in Law.** DCSD shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the contractor as a result of any of the following:

   a. DCSD’s authorization to operate is withdrawn or there is a material alteration in the programs administered by DCSD; and/or

   b. DCSD’s duties are substantially modified.

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

7. **The Contractor’s Termination Duties.** Upon receipt of the notice of termination or upon request of DCSD, the contractor shall:

   a. Cease work under the contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters DCSD may require;

   b. Immediately cease using and return to DCSD, any personal property or materials, whether tangible or intangible, provided by DCSD to the contractor;

   c. Comply with DCSD’s instructions for the timely transfer of any active files and work product produced by the contractor under the contract;

   d. Cooperate in good faith with DCSD, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

   f. Immediately return to DCSD any payments made by DCSD for goods and services that were not delivered or rendered by the contractor.
I. INSURANCE

The DCSD Risk Manager sets insurance and indemnification requirements for each solicitation. Certificate of Insurance / Accord Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within three (3) 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) Comprehensive General Liability Policy, or equivalent coverage, to include contractual liability. The Comprehensive 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) Comprehensive Auto 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 aggregate limit not less than $2,000,000.

(e) 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.
   (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 sixty (60) 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.

(f) Under coverage and certificates required under Sections 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.
   (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.

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
(vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section I of this RFP).

(g) 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 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.

J. 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 be excused from its indemnification obligations above:

a) if the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of DCSD or one of the Indemnitees; or

b) if DCSD fails to (i) provide written notice of the third party claim or suit as soon as practicable, (ii) cooperate with all reasonable requests of the offeror; or (iii) assist offeror with the defense and/or settlement of such claim or suit.

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

K. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Illegal Immigration Reform and Enforcement Act of 2011
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)
5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages 58-60 of this solicitation document. The Immigration and Security Certification, 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, 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 found on pages 58-60.

Signature of Engaging Official: ______________________________ Date: _____________
(Company Name / Certifying Official Signature)

L. 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.

M. 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 price and other terms shall be signed by the parties. Services will
begin on or about July 1, 2014. The initial contract duration shall be through June 30, 2015. The contract will contain four (4) one-year extension options contingent upon DCSD’s offer of such extension, the successful offeror’s acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. 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.

N. PERMITS AND APPLICABLE LAWS

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.

O. 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.

P. OWNERSHIP RIGHTS

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

Q. 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.

R. CONFLICT OF INTEREST

Offerors shall disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee or DeKalb County Board of Education member. Offerors shall also disclose the
name of any DCSD employee 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. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

S. FINANCIAL STABILITY

1. Offerors shall provide a copy of their company’s audited financial statements for the previous two (2) years – 2011 and 2012. **Provision of financial statements is a mandatory requirement.**

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 – 2011 and 2012.

T. NO OBLIGATION/NO CONTRACT GUARANTEED

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.

U. 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.

V. SUSPENSION AND DEBARMENT

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

Further, by submitting this bid, the bidder certifies that all lower tier participating individuals and/or company(ies) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the bidder complies with all applicable orders, rules, and regulations related thereto.
The certification placed herein is a material representation of fact upon which reliance will be placed as bid submissions are evaluated and any transaction is entered into. If it is later determined that the prospective bidder has knowingly rendered an erroneous certification, DCSD may pursue all available remedies including, but not limited to, suspension and/or debarment.

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

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

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

Signature of Engaging Official: ___________________________________ Date: ______________

(Company Name/Certifying Official Signature)

Further, the Purchasing Department of DCSD will check the EPLS website at http://epls.gov to determine if the bidder is listed.

W. RECORD RETENTION REQUIREMENT

The bidder shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the DeKalb County Board of Education 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 bidder shall permit the auditor of the DeKalb County Board of Education or any authorized representative of DCSD, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the federal 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 bidder relating to orders, invoices, or payments or any other documentation or materials pertaining to the award and contract, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder’s books and records. If an audit discloses incorrect billings or improprieties, the DeKalb County Board of Education reserves the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

X. COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS

For all contracts in excess of $100,000, the bidder is required to comply with all applicable
standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 C.F.R. Part 15) for the facilities in which the contract is to be performed, or which are involved in the activity or program to receive assistance.

Signature of Company Representative: __________________________ Date: _____________
(Company Name/Certifying Official Signature)

Y. ENERGY EFFICIENCY

For all contracts, the bidder is required to comply with all applicable standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Signature of Company Representative: __________________________ Date: _____________
(Company Name/Certifying Official Signature)

Z. BUY AMERICAN

Contractor must comply with the Buy American Act (7 C.F.R. 210.21), which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. Pursuant to the Buy American Act, 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.

Signature of Company Representative: __________________________ Date: _____________
(Company Name/Certifying Official Signature)

AA. PROTEST PROCEDURES FOR SCHOOL NUTRITION SOLICITATION DOCUMENTS AND CONTRACT AWARDS

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

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

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

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

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting 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 Purchasing Department. The protest may be sent by any of the following means:
   MAIL: Attn: Purchasing Manager
   DeKalb County School District
   Administrative & Instructional Complex
   1701 Mountain Industrial Blvd.
   Stone Mountain, Georgia 30083
   FAX: (678) 676-0283

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

<table>
<thead>
<tr>
<th>Type of Protest</th>
<th>Protesting Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Challenge to Competitive Solicitation Process</td>
<td>Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.</td>
</tr>
<tr>
<td>Challenge to an Intended or Actual Contract Award</td>
<td>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.</td>
</tr>
<tr>
<td>Challenge to an Intended or Actual Contract Award</td>
<td>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.</td>
</tr>
<tr>
<td>Challenge to an Intended or Actual Contract Award</td>
<td>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.</td>
</tr>
</tbody>
</table>

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

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

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

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

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.

- If a protest of the intended/actual contract award is sustained, available remedies may include, but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

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

**BB. 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. **Provision of copy of business license is a mandatory requirement.**
PART III
SCOPE OF WORK

A. PURPOSE / PROJECT OVERVIEW

The DeKalb County School District (DCSD) requests proposals from highly qualified, trained, and capable offerors with experience and expertise in the provision and implementation of school nutrition program administration software and support to provide proposals for School Nutrition Program Administrative Software and Support.

The DeKalb County School District (DCSD) requests proposals from qualified, trained, and capable offerors for school nutrition program administrative software and support, in accordance with the specifications, terms and conditions stated herein.

DCSD built its own state of the art Fiber optic network to emerged wireless technologies along with online content and cloud based services. The DeKalb County School District fiber optic network consists of: 16 Head End sites around the County. The schools in proximity to these head end sites are connected with 1 GB fiber optic connections. The 16 head end sites connect at 10 GB into a 3 site 10 GB redundant fiber optic core.

DCSD utilizes 2 Internet connections with a total of 1.5GB to the Internet. The use of 2 Internet providers ensures that in case of an outage one or the other remains active. To maintain CIPA compliance, the DeKalb County School District utilizes McAfee Web Gateways for caching and filtering. In addition, McAfee also handles our server and endpoint security (Refer to Appendices for Wide Area Network Diagram).

DCSD requires the offeror to have the ability to implement the following modules effective school year 2014-2015. Offerors must submit proposal in the format requested below. Non-compliance with this requirement may deem the proposer’s response as non-responsive and may not be considered further by DCSD.

Automated business processes must be in place for the front and back of the house software modules:

I. Free and Reduced Meal Program Application Processing
II. On-line Meal Payment
III. Menu & Item Management, Procurement, Ordering & Inventory Control, Menu Planning & Production
IV. Point of Sale
V. Performance Indicator Modules, Business Office, Accountability & Financial Reporting
VI. Security & System Monitoring
VII. Warranty Maintenance, Upgrades & Updates
VIII. Customization
IX. Personnel Management, Training & Implementation
X. Warehouse Management
List all modules in your system with a brief functionality description. Indicate whether each listing is part of base package or addition. Indicate whether each module is real-time. Include all third party packages your proposed system currently interfaces with.

B. SCOPE OF WORK

The offeror must have proven experience in implementing K-12 school nutrition software solutions. The offeror must provide a description of the functionality, user's process for utilizing the system, extensive reporting procedures and front and back of the house capabilities. The offeror must indicate whether the solution is compatible with the State of Georgia electronic reporting system. The proposed software solution should gather data, and provide real time monitoring and benchmarking.

The offeror must indicate whether the system is web-based and provide a list of standard PC & Mac browsers that are currently supported (IE8, Mozilla, Firefox, etc.). List all client add-ins required for the application to function (Flash, Java Run-time). List all server add-ins required for the application to function. (Flash, Java Run-time) For the add-ins listed (both client and server), does the system function with the latest version of each, or are there limitations to the version level?

I. FREE AND REDUCED MEAL PROGRAM

I. FREE AND REDUCED MEAL PROGRAM - Software must meet the United States Department of Agriculture (USDA) requirements for electronically processing household meal applications for the Free and Reduced Meal Program; using paper scanning, web-based applications and interface with DCSD’s Student Information System. The system must have the capability for online filing to include the ability to apply online.

A. DCSD requires access during each phase of the application process.

B. DCSD must have the ability to allow designated staff to apply and modify application pending status and effective dates.

C. DCSD must have the ability to allow staff to remove and/or inactivate applications.

D. DCSD must have access to historical applications including view, print, save, copy and any other functionality.

E. DCSD requires the ability to notate activities such as: printing application for each household’s application, view and add notes printed with the application and the date of the application without losing the original application date for future reference.
F. DCSD requires software with the ability to view scanned images associated with the application.

I. DCSD requires the ability to perform various operations: select or remove applications from the verification process; and delineate eligibility statuses.

II. DCSD requires the ability to determine duplicate applications.

J. DCSD requires the ability to assign permanent status (as applicable).

K. DCSD requires the ability to create a read-only access for school site staff.

L. The system must support all USDA Verification Processes to include but not be limited to the following:

1. The system’s capacity for generating verification letters should include various types customized for DCSD.
2. DCSD requires a full complement of reports that can be generated for the Free and Reduced Meal program. The offeror will provide a full list of reports available to DCSD.

M. DCSD requires application maintenance to include but not be limited to the ability to:

1. Archive
2. Import and Export Data Automatic Batch

N. DCSD requires application filing system up to include but not be limited to:

1. School Nutrition Official Letters - set up of data for mail merge documents. The name of the school, the official’s name, the official’s title, and the site address information.

2. Income Eligibility Guidelines - data to define the income guidelines that are used in setting the income guidelines for free and reduced meals. The software must have the ability to set the limits for income on an annual, monthly, bi-monthly, bi-weekly or weekly basis.

3. Enter/Edit Letters - ability to enter or edit mail merges letters to be compatible with local and/or state requirements. Ability to add new letters, edit existing letters, and delete letters, set up the header and footer, add letterhead and graphics, write the body of text from within the Free and Reduced system. Able to create letters based on languages other than English and defined by USDA.

4. Application Data Entry - ability to set parameters and options for usage and processing of Free and Reduced meal applications.

O. DCSD requires the application to be fully integrated with POS module to track and record all meal transactions for efficient reimbursement and revenue reporting.
The offeror is encouraged to include copies of all reports that can be printed from the Meal Application module.

Other:

A. DCSD requires automation available for performing the import of historical free and reduced meal application data, from the prior fiscal year.

B. DCSD requires software ability to scan paper Free and Reduced Applications. Optical Character Reading/Intelligence Character Reader recognition must be included to accurately convert handwritten characters to digital text and automate application processing.

C. Describe to what extent your system tracks the date/time and user for data changes. Be specific with which data tables and fields are tracked and how readily available the audited information is to a district level user.

D. Describe how the system is compliant with Georgia State Department of Education School Nutrition free and reduced reporting requirements.

E. The offeror must include a cost proposal matrix including all cost associated with meeting the requirements of the RFP. Services shall include: labor, materials, tools, equipment, supplies, trained personnel, insurance, travel and per diem, direct and indirect costs, overhead and any other charges necessary to provide a full software package in accordance with the requirements of this RFP. Costs should be projected over the next 5 years. Year 1 should include the first year’s maintenance. Include Added Value at no cost to the program. Include estimated fees, if any, for acquiring/ licensing updated versions of software. Indicate which, if any, essential hardware components may be purchased separately and provided by the School District and therefore excluded from the offeror’s cost proposal.

II. ONLINE MEAL PAYMENT

II. ON-LINE MEAL PAYMENT - Software must allow web-based access for payment/record keeping and must integrate with student information system Advance Business Technology for parents using debit and credit cards only.

A. On-line Payments functionality is required to manage electronic payments for students' meal accounts. The online features must include:

1. Compatible with DCSDS Security standards: (Refer to Section VII - System Compatibility and Security).
2. 24- hour access and support available to participants.
3. Ability to export participant’s account data to DCSDS.
4. Provisions for allowing participants/parents to view child's menu purchases.
5. Provisions for allowing participants/parents to view current meal account balance and request and track refunds.
6. Allow parent(s) to establish low balance threshold amount send low balance emails to parents once the threshold is met.
7. Allow parent(s) to automate account payments by debit/credit cards only.
8. View current meal account balances and purchase history.
10. Allow recurring payments to replenish funds.
11. Mobile applications for Smart Phones (iPhone, Android, etc., and Windows Phones).

The offeror is encouraged to include copies of all reports that can be printed from the Online Meal Payment module.

III. MENU & ITEM MANAGEMENT, PROCUREMENT, ORDERING & INVENTORY CONTROL & MENU PLANNING & PRODUCTION

III. MENU & ITEM MANAGEMENT, PROCUREMENT, ORDERING & INVENTORY CONTROL & MENU PLANNING & PRODUCTION - The Menu & Inventory Management system must meet the software requirements for the Healthy, Hunger-Free Kids Act 2010, management of USDA and purchased food inventories. The software being proposed for implementing Food Based Menu Planning, food ordering, production records and nutrient analysis must meet the guidelines and be approved by the United States Department of Agriculture. The system must provide an effective centralized procurement process and capability to transmit food orders electronically in a variety of formats. The software should be able to generate centralized purchasing by combining related items, purchases and commodities from various departments.

A. The offeror shall describe its capabilities to support inventory management. The description of system capabilities must include:

1. Consolidate school level food orders according to offeror and generate a purchase order for each offeror.

2. Inventory Food Item List to offer the ability to provide a perpetual food inventory for each school site.

3. The ability to sort all offerors by alpha order, by alpha, by item, purchased items, item number, description, price, unit of issues, quantity, offeror codes, brands, USDA materials, and Department of Defense (DOD), by item number, order number, inventory on hand and various categories.

4. The ability to order, receive and inventory food items and interface with offerors for invoice collection and payment.

5. The software must be capable of maintaining Purchase Order Approvals based on flexible Approval
Levels along with Purchase Order Approval Routing with integrated features.

6. The ability to generate a "Route Ticket and Delivery Tickets" of food items that need to be pulled from Warehouse Operations and Central and Prep Kitchens for staging deliveries and customized inventory reports.

7. The ability to allow the transfer inventory from School to School.

8. The ability to generate a proposed school food order based on inventory on hand, committed, ordered and the menu cycle. Additionally, the software should provide “Automatic Reordering” capabilities for select food items based on thresholds.

9. Track inventory at current cost, as defined by the USDA at the time of purchase.

10. Import and export of inventory at current cost, to the School Nutrition accounting software.

11. Track inventory by Group to allow DCSDS to track USDA item numbers, purchased inventory by item number or product description and Department Of Defense produce to be tracked by item number. USDA item numbers are to be based upon the DE116 report and the USDA Web Based Supply Chain Management System.

12. Track on-hand inventories quantities per school using on-hand and ending inventory quantities and values (as per current cost) at the school level with monitoring ability at the Central Office level.

13. Track food losses, and values at the school level with a monitoring system at the Central Office level. The system must allow:

   a. Central Office to review food transfers, spoilage entries at the school site level, by food group, inventory level, and item level, during a particular period.

   b. Track daily production records per school, based on a summary of foods used and meals served and a Central Office dashboard module to provide notification of incomplete production records.

   c. The ability to track inventory of small and large kitchen equipment by location and quantity.

   d. Menu Edit functionality to allow Central Office level designated personnel to edit data: Menu Cycle, Menu Plans/Substitutions, Menu Calendar, Work Sheets per school.

14. Determine the nutritional component of inventory items based on use of the Child Nutrition (CN) label. The program must be in compliance with the new meal pattern requirements as outlined in the US Healthy Hunger - Free Kids Act of 2010.

15. Generate the nutritional content/calendar, nutrient analysis within the USDA requirements. Menu Planning features should include but not limited to: meal pattern contributions, nutritional data, calendar menus, production records, food cost analysis, menu plans, plate cost, perpetual inventory, forecast
costs, cost analysis, missing components, food temperatures, production worksheets, and interface with federal menu planning databases.

16. Manage a recipe database to include: meal pattern contributions, stock numbers, size recipes, recipe ingredients and instructions, recipe adjustments, substitutions and cost.

17. Manage food purchases for purchase orders and bid evaluation conducted by DCSDS personnel.

18. Restrict negative inventory usage. DCSDS desires the ability to restrict and/or identify a tolerance threshold.

19. Program designed for School Nutrition personnel to review and certify menus for compliance to allow six-cent federal reimbursement requirement.

20. Track daily menu forecasting and compare to inventory balances and purchases and track inventory usage and threshold for all schools.

21. Status of Supervisory Tasks - DCSDS desires a process to include a task calendar per school to review task completion. This process may be offered as a graphical representation by school with drill down capability. If a roll up is available, analysis can be conducted on productivity.

22. Ability to perform Physical Count Activity and adjustments.

23. The software will provide complete integration with Menu Planning & Production and POS to enable ordering by Menu Plan.

The offeror is encouraged to include copies of all reports that can be printed from the Menu Management Module.

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**IV. POINT OF SALE (POS)**

**IV. POINT OF SALE (POS)** - Software must collect meal counts from all students using the student information system. Accountability procedures must meet federal regulations. The proposed POS system should accept student ID numbers from scanning devices (source document being a laminated student identification card) or PIN pad devices. Proposals should provide a detailed description of the POS functionality of the proposed system, including POS device options; methods for accessing student accounts; student privacy protection; prepayments and account balance management; sales and participation tracking; integration with other system components, and integration with the student management system.

A. The system must have the ability to import current personal identification number (PIN) for each student transaction at each school site.
B. The system must allow for a terminal or touch screen visual template of menu items. The offeror should recognize and have an easy method to update selections. Daily menu changes and touch screen options must correspond to current menu selections. Student rosters can be monitored by homeroom and student pictures as one of the options.

C. The system must have the ability to run offline in case of a network outage.

D. The system must generate and print receipts for onsite meal payments.

The offeror is encouraged to include copies of all reports that can be printed from the Point of Sale Module.

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### V. PERFORMANCE INDICATORS, FINANCIAL MANAGEMENT & MEAL ACCOUNTABILITY MODULES

Software must meet the USDA requirements for meal claim and financial reporting for the Georgia Department of Education (GaDOE). Describe how your software will address claim reporting requirements.

A. State of Georgia School Nutrition Online (SNO) - The system must be able to provide reports to determine the validity of reimbursable meals, according to State and Federal guidelines.

   At minimum, the Meal Edit Reports data elements must include the following: Date, State Attendance Factor, Meal Type (Lunch, Breakfast & After School Snacks), Free Served, Free Eligible, Reduced Served, Reduced Eligible, Paid Served, Paid Eligible, Total Meals Served and Total Enrollment.

B. The system must have the ability to identify and report on the following edit exceptions:
   1. Meal counts that exceeds the enrollment and/or applications on file
   2. Exceeds eligible times attendance factor
   3. Exceeds average daily participation and average daily attendance
   4. Comparison of breakfast and lunch meals served
   5. Erratic meal count patterns

C. Reports must be available to DCSDS designated staff but not limited to:
   1. Edit Check Reports
   2. Meal Claimed for Reimbursement (consolidated and school sites)
   3. Daily Participation Report
   4. YTD Participation Report
   5. Items Sales Reports
   6. Meals claimed for student from other sites
7. Provision II
8. Community Eligibility Option
9. State Claims Report
10. Point of Sale Exceptions Report

The offeror is encouraged to include copies of all reports that can be printed from the Accountability/Financial Analysis module.

VI. WARRANTY MAINTENANCE, UPGRADES AND UPDATES

A. Provide your policy on software releases including frequency, end of year updates, requirements for system software upgrades, and process for determining what enhancements are included in the release.

B. Describe detailed information regarding warranty and support for all software proposed. Include cost, length of warranty/support, upgrade protection and any other applicable details. The proposal should describe the offeror’s ability to provide support, via phone, on-line, etc. Any hardware provided must carry the standard manufacturer’s warranty. The warranty period is to begin upon purchase. Costs for upgrades or enhancements to the software shall be part of the software maintenance agreement.

C. Provide specifications for a DCSD hosted servers.

VII. SYSTEM COMPATIBILITY, SECURITY AND TECHNICAL SUPPORT

A. DCSD Work Station Specifications

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Unit</td>
<td>Lenovo ThinkCentre M78</td>
</tr>
<tr>
<td>Processor</td>
<td>Intel i5 or equivalent AMD processor with a minimum clock speed to be 2.3 GHz</td>
</tr>
<tr>
<td>Memory</td>
<td>4 or 8 GB Memory, upgradeable without loss of existing memory</td>
</tr>
<tr>
<td>Keyboard</td>
<td>USB Standard US 104-key keyboard</td>
</tr>
<tr>
<td>Monitor</td>
<td>ASUS 19&quot; LED Flat Panel monitor with integrated speakers</td>
</tr>
<tr>
<td>Video Card</td>
<td>AMD Radeon HD 7580D</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>320 GB HDD</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>Floppy Drive</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Operating System</strong></td>
<td>Windows 7 Professional</td>
</tr>
<tr>
<td><strong>Mouse</strong></td>
<td>USB optical mouse and mouse pad</td>
</tr>
<tr>
<td><strong>CD-ROM or DVD - ROM Drive</strong></td>
<td>DVD 16x burning capability +RW, - RW, +R, -R</td>
</tr>
<tr>
<td><strong>Speakers</strong></td>
<td>Integrated into monitor</td>
</tr>
</tbody>
</table>

B. Server Hardware Specifications. Provide the recommended configuration for each server, and number of servers required to operate the proposed software.

C. Server Software Specifications. Provide the recommended system software configuration for each server required to operate the proposed software. Specifications should include the product name and version/service pack requirements for: Operating system, Database management system and any other required or recommended server software.

D. Point-of-Sale (POS) Workstation Hardware Specifications. Provide both the recommended configuration and the minimum supported configuration for proposed hardware to be used at POS locations and the School Nutrition Manager stations. Specifications should include hardware type (if PC-based, list CPU, memory, disk size and configuration, network interface cards, drives for removable media), and any other recommended components.

E. Point-of-Sale (POS) Workstation Software Specifications. Provide the recommended software configuration (if applicable) to support the proposed solution for hardware to be used at POS locations and manager stations, and identify any other software products or versions supported. Specifications should include product name(s) and version(s) service(s) packs supported for the following as applicable:

F. School Nutrition Workstation Hardware Specifications. Provide both the recommended configuration and the minimum supported configuration for workstations used in Central Office locations. Specifications should include CPU, memory, disk size and configuration, network interface cards, drives for removable media, recommended backup method and any other recommended components.

G. School Nutrition Workstation Software Specifications. Provide the recommended software configuration for workstations used in Central Office locations to support the proposed solution, and identify any other software products or versions supported. Specifications should include product name(s) and version(s)/service packs supported for:

Operating system  
Web browser  
Database management system  
Reporting tools  
Communication Notification  
Productivity Software  
Networking Software
Support for remote control
Any other required or recommended software (client licenses required, etc.)

H. SECURITY & SYSTEM MONITORING
DCSD requires that the system IDs and passwords can support restricted access based upon assignments and job responsibilities. DCSDS will maintain records documenting the access rights. The offeror will provide recommendations for access rights based on job responsibilities. Recommendations should be based upon best practices and audit practices that comply with DCSDS policy, GaDOE and USDA policies. The account access method would be integrated with Active Directory and allow for pass word pass through.

1. The offeror will provide DCSDS security instructions for Change Management, Monitoring and Logical Access, and will maintain records documenting the access rights but not limited to:

   a. Maintaining documentation of users and their access as based upon job responsibilities. The documentation must include the data access, the level of access and DCSDS Director's signature to approve data access.

   b. Experience with integration with other internal systems including but not limited to Financial Integration and Student Information System and Student Information System Exchange data with other databases. Describe the proposed software’s methods for interfacing with other information systems such as the student information system. Specifically address: whether the software supports the schools software framework interface standards and whether the software requires other specialized software to interface with other systems.

   c. The system must allow for the creation of groups assigned based on job responsibilities, departments or functions. DCSDS requires documentation of changes made for auditing purposes. Information must be available in the format of a report to designated DCSDS administrative staff.

2. Describe security features of the proposed system, including the ability to control access to data at the application/function/screen/field levels, audit trail capabilities, logging of attempted security violations, and tools for managing user security profiles and system security features.


4. Describe in detail your system's security methodology. Describe whether system provides automated interfaces to DCSD security.

I. TECHNICAL APPROACH - Please provide a description and diagram of the general and technical information about the proposed software system. Include references to:

   a. Type of network connection required
   b. File transfer specifications
   c. Hardware required and suggested
d. Software required  
e. Operation system software required  
f. Database software licenses required in order to use the bidder’s software  
g. Web-based elements  
h. Intranet-based elements (if applicable)  
i. Server requirements; State if server is required if server will support 32 or 64 bit; verify server capabilities.  
j. Annual USDA and bidder software update protocols  
k. Location and function of computer equipment for each aspect of the system

J. Data Transfer: Provide a diagram that is labeled to show the hardware, software, and forms of data transfer that would characterize your system’s implementation. Indicate any internet based relationships.

K. Warranty: Provide a detail description of your warranty. The offeror must provide a description of the maintenance and offeror responsibilities.

L. Hosting the software: Provide detail of different options of hosting the software in a different location if applicable.

VIII. CUSTOMIZATION

A. Describe any customizations designed for K-12 school districts. For example: Afterschool Snack programs, specialized feeding, training tutorials, vending machines, facilities and maintenance, equipment, warehouse and distribution, after school snack accountability, personnel, catering, education and marketing.

B. Describe the upgrade process and any tools provided to assist with upgrading the application software to a new version or release.

C. Discuss the cost associated with customization for the proposed solutions and provide an example of a customized report.

IX. PERSONNEL MANAGEMENT, TRAINING AND IMPLEMENTATION

A. The offeror will describe the approach to leading DSCD in the transition from an existing nutrition system to the proposed nutrition system. Describe the unique or innovative approaches the offeror will utilize to support DCSDS transition to the new system. Define the life expectancy of your proposed system.
B. Describe the type of technical training provided with the proposed system and associated costs. Offeror shall provide training at location(s). Offerors shall include all costs (e.g. travel, per-diem, and training materials expense) to provide such training. The training is to include any and all functions for setup, system administration, installation and on-going operation of the system.

C. Provide an estimated cost of implementation of software and hardware for (130) schools and (30) Central Office workstations. Provide a breakdown of cost associated with the proposed solution. Cost must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, time clock, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

D. Outline the details of the equipment warranty. Replacement parts for proposed solution must be available for 5 years from the installation and acceptance date on DCSD paperwork. The complete cost of repair (parts and labor) shall be covered by the service agreement. The warranty service agreement period shall begin from the delivery/installation date and DCSD sign off of the system. The offeror shall provide repair and replacement of equipment as necessary up to the warranty expiration date. This provision shall survive the expiration of this agreement.

E. Describe systems various on-line tools provided within the application. The training tools should be a part of the software package. Include any available training wizards.

F. Describe how decisions are made regarding software enhancements to core package. Provide how new data elements or changes are communicated to districts.

G. Provide a description of the proposed systems ability to view and capture data for previous years of state reported data.

H. The scope of the system training is to include any and all functions for set-up, system administration, installation and on-going operation of the system. System training will be provided for School Nutrition Central Office and Instructional Technology (IT) personnel, and School Nutrition managers, assistants, and personnel who operate the POS. The offeror will assign an on-site project lead to manage all the installations and service activities. The project lead will ensure that all customer expectations are met, and to implement the services according to DCSDS direction. The project lead should be the primary point of contact at a project site.

I. Training is to be done by a qualified instructor(s) and shall provide for “hands-on” instruction. Copies of comprehensive training materials shall be provided by the offeror.

- Offeror should provide escalation procedures and policies for problem resolutions.
- Offeror should have easy to understand technical documentation available online; tools should exist to convert this documentation into end-user procedures.
- Offeror should have local resources to staff the project.
- Offeror should provide templates and other accelerators to facilitate rapid implementation of applications.
- Offeror should provide just-in-time training, along with custom on-site and off-site training as
needed.
- Offeror should have good data conversion tools that include edit, validation and audit trail capabilities.
- Offeror should provide implementation assistance in the following areas:
  1. Technical assistance
  2. Package functionality
  3. Quality assurance
  4. Project Management
  5. Configuration
  6. Hardware sizing
  7. Hardware specification
- Ability of offeror to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the School Nutrition industry.

J. The offeror shall provide, at no additional charge, printed copies and electronic operating manuals, which describe in detail the software capabilities, its operation and installation procedures.

**X. WAREHOUSE MANAGEMENT**

The DCSD School Nutrition Services has an internal warehouse located at the Sam Moss Center. The inventories provide ready access to supplies that are commonly used. A warehouse requisition is completed at the school level and submitted to Central Office. Warehouse personnel review the requisition for accuracy, completeness and availability of funds. After processing the requisition, the supplies and materials are removed from the warehouse and delivered to the schools. The software must have the capability to integrate and conduct the following functions:

A. Receiving and Distributing Purchases - Central receiving software may consist of more than one warehouse and provides more control for tagging fixed assets upon receipt before distribution to the school level.

  - Allow the capability to perform receiving against a single Purchase Order, multiple Purchase Orders and when no PO exists.
  - Software should be able to allow for Damage Product Identification during receiving process.
  - Support automatic placement of received goods on QC hold on a product-by-product basis.
  - Receiving process should be able to handle receiving via standard keyboard entry or handheld RF-enabled barcode scanners.

B. Receiving Report - A receiving report should be generated and may be either a part of the purchase order or a separate report. Upon receipt of the merchandise ordered, receiving personnel compare items received to the purchase order. Warehouse personnel must have access to the specifications of the purchase prior to delivery to check for discrepancies in the order. All exceptions should be noted in the software.
C. Quality Assurance - Appropriate steps should be taken to assure the quality of merchandise received. The software should generate an inspection manual that establishes the authorities, responsibilities, techniques and standards related to the inspection and testing of merchandise received.

The desire is to have a fully-integrated quality control functionality to assist warehouse with shipping products that meet customer and compliance requirements.

All quality control results should be available in the form of inquiries, reports and audits trails. Additionally, the software should be able to track product shelf-life timeframes, expiration dates, and lot controlled products.

- Support automatic identification of products that require inspection at time of purchase order receipt and put-away.

D. Distribution - The software should generate Distribution procedures for goods delivered to the central school level locations. Personnel should then distribute goods according to the specifications to the proper location and/or staff members. For control purposes, the requesting school should compare products received to the purchase order to ensure compliance.

- Ability to generate Pick Tickets based on specific school.
- Ability to use Scanning Devices for Picking and Shipping.

C. COMPANY PROFILE

Offerors to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company’s legal entity form, company’s organizational structure/chart, principals’ names and titles, company size in relation to industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects, including the company’s overall experience in providing school nutrition program administrative software and support.

D. REFERENCES

Offeror must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the offeror is providing or has provided school nutrition program administrative software and support. Refer to Attachment C – Offeror’s Reference Form, page 47).
E. BROCHURES, CATALOGS, MANUALS, WEBSITES, LITERATURE

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

F. 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.”

G. EVALUATION CRITERIA

DCSD advertises this RFP as an opportunity for interested and qualified companies specializing in School nutrition program administrative software and support, to submit responses consistent with the scope of work stated herein. Offerors to this RFP are encouraged to submit their most comprehensive, innovative, and creative proposals for school nutrition program administrative software and support for DCSD.

All responsive offers will be carefully reviewed and evaluated for responsibility, capacity, business strength, qualifications, expertise, demonstrated experience in the provision of school nutrition program administrative software and support for large urban public school districts, and highest and best value to DCSD with consideration to quality, approach, timeliness, dedicated personnel, and value added (if any). Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness. 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. 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.
H. TRANSITION PLAN

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

b. Transition and Continuity of Service upon Expiration of Contract
   Continuity of services is necessary to DCSD. The awarded offeror agrees to this philosophy and
   upon expiration of contract, agrees to:
   • Exercise best efforts and cooperation for an orderly and efficient transition to another
     school nutrition program administrative software and support provider or to DCSD.
   • Negotiate a plan in good faith with successor to determine the nature and extent of the
     phase-in, phase-out services required. The plan shall specify a date for services described
     in the plan and shall be subject to approval by DCSD. The existing school nutrition
     program administrative software and support provider shall provide sufficient experienced
     personnel during the phase-in and phase-out periods to ensure that the imperious services
     in the contract are maintained at the required level of need and proficiency.

   All DCSD property (including but not limited to, students and DCSD records, equipment,
   facilities, materials, gate keys for DCSD lots and door and ignition keys for DCSD buses)
   shall be returned to DCSD upon expiration of contract.
I. REQUIRED CONTENT / DOCUMENT CHECKLIST

IMPORTANT NOTICE: Failure to provide the information and/or documentation required in this solicitation will cause the submission to be declared non-responsive and rejected.

Refer to Part I, Section G, Page 10, for additional information on the format and submission of proposals. Offerors are required to submit one (1) original and ten (10) copies of their response. Responses must be submitted on 8 ½” x 11” single-sided stock. Offerors must reply in a narrative to each requirement and question. “Understand and comply” responses are not acceptable. All RFP submissions must include the following items and attachments.

The Request for Proposals document, RFP 15-457, School Nutrition Program Administrative Software and Support (MUST BE the first document in the submission); this document consists of Pages 1 - 62 and is located at http://www.dekalb.k12.ga.us/solicitations/

- Table of Contents for your submission
- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents (page 7)
- Project Scope of Work (pages 27-41)
- Certificate of Insurance (page 17)
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media (page 42)
- Offeror’s Client References (References, page 41, and Attachment C, page 47)
- Company Profile (page 41)
- Annual Company Financial Statements and Company Annual Reports for 2011 and 2012 (page 22)
- Added Value (page 42)
- Business License (page 26)

Attachment A - Cost Proposal Format .......................................................... 45
Attachment B - Critical Paragraphs .............................................................. 46
Attachment C – Offeror’s Client References.............................................. 47
Attachment D - Certification for Contracts, Grant, and Cooperative Agreements.............................................. 48
Attachment E - Disclosure of Lobbying Activities................................. 51
Attachment F - Statement of Confidentiality and Disclosure............... 53
Attachment G - Suspension and Debarment Certification......................... 54
Attachment H – Illegal Immigration Reform and Enforcement Act of 2011 Certification.................................................. 55-60
Attachment I – Signature Page................................................................. 61
Final Page.................................................................................................. 62

Remember: Ten (10) copies plus an original, all in three-ring binders with tabs separating the required sections.
Cost Proposal

Offeror must include a cost proposal matrix including all cost associated with meeting the requirements of the RFP. Services shall include: labor, materials, tools, equipment, supplies, trained personnel, insurance, travel and per diem, direct and indirect costs, overhead and any other charges necessary to provide a full software package in accordance with the requirements of this RFP.

Costs should be projected over the next five (5) years. Year 1 should include the first year’s maintenance.

Include Added Value at no cost to the program.

Include estimated fees, if any, for acquiring/ licensing updated versions of software. Indicate which, if any, essential hardware components may be purchased separately and provided by DCSD and therefore excluded from the offeror’s cost proposal.

Complete the following and submit with Cost Proposal Matrix.

_____________________________________________________________________

Company Name

Authorized Company Representative Name (please print)    Title

Authorized Company Representative Signature    Date

Address

Phone    Fax

Email

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
Attachment B
RFP 15-457
SCHOOL NUTRITION PROGRAM ADMINISTRATION SOFTWARE AND SUPPORT

Critical Paragraphs

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply to 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 the Chief of Staff of DCSD.

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, I, page 19.

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.

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
Attachment C
RFP 15-457
SCHOOL NUTRITION PROGRAM ADMINISTRATION SOFTWARE AND SUPPORT
OFFEROR’S CLIENT REFERENCES
(Please copy this form and use one form per reference.)
Attach and label “Offeror’s Client References.”

_______________________________
Company Name Providing Reference

_______________________________
Address                      City/State/Zip

_______________________________
Name of Contact Person

_______________________________
Telephone Number of Contact Person

_______________________________
Email Address of Contact Person

_______________________________
Date/Duration of Service Relationship

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

____________________________________________________________________________________________

____________________________________________________________________________________________

____________________________________________________________________________________________

____________________________________________________________________________________________

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

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
Attachment D
RFP 15-457
SCHOOL NUTRITION PROGRAM ADMINISTRATION
SOFTWARE AND SUPPORT
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(7 C.F.R. Pt. 3018, App. A)

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance
The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>PR/Award Number or Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) and Title(s) of Authorized Representative(s)</td>
<td>Signature(s) Date</td>
</tr>
<tr>
<td>Company Name/Certifying Official Signature</td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Name (M).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
## DISCLOSURE OF LOBBYING ACTIVITIES

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

### 1. Type of Federal Action:
- **(a)** contract
- **(b)** grant
- **(c)** cooperative agreement
- **(d)** loan
- **(e)** loan guarantee
- **(f)** loan insurance

### 2. Status of Federal Action
- **(a)** bid/offer/application
- **(b)** initial award
- **(c)** post-award

### 3. Report Type:
- **(a)** initial filing
- **(b)** material change

### For Material Change Only:
- year _______ quarter _______
- date of last report _______

### 4. Name and Address of Reporting Entity:
- **☐** Prime
- **☐** Subawardee
- Tier ________, if known:
- Congressional District, *if known*:

### 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
- Congressional District, *if known*:

### 6. Federal Department/Agency:

### 7. Federal Program Name/Description:
- CFDA Number, *if applicable*: ______________

### 8. Federal Action Number, *if known*

### 9. Award Amount, *if known*:
- $ _______

### 10. a. Name and Address of Lobbying Entity
   - *if individual, last name, first name, MI*:

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)

### 11. Amount of Payment (check all that apply):
- $ _______  
  - actual  
  - planned

### 12. Type of Payment (check all that apply):
- **☐** a. retainer
- **☐** b. one-time fee
- **☐** c. commission
- **☐** d. contingent fee
- **☐** e. deferred
- **☐** f. other; specify: ______________

### 13. Form of Payment (check all that apply):
- **☐** a. cash
- **☐** b. in-kind; specify: nature _______
  value _______

### 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:
- (attach Continuation Sheet(s) SF-LLL-A, if necessary)

### 15. Continuation Sheet(s) SF-LLL-A attached:
- **☐** Yes  
  **☐** No

### 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

### Signature:

### Print Name:

### Title:

### Telephone No.: __________ Date: __________
Attachment F
RFP 15-457
SCHOOL NUTRITION PROGRAM ADMINISTRATION SOFTWARE AND SUPPORT

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 will 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 is to be safeguarded by the offeror to ensure that it is not improperly disclosed.

__________________________________
Offeror Company Name

__________________________________
Company Representative

__________________________________
Date
SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

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

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

Signature of Engaging Official: ___________________________________________ Date: __________________
(Offeror Company Name/Certifying Official Signature)

Further, the DCSD’s Purchasing Department will check the EPLS website at [http://SAMs.gov](http://SAMs.gov) to determine if the offeror is listed.
Attachment H
RFP 15-457
SCHOOL NUTRITION PROGRAM ADMINISTRATION SOFTWARE AND SUPPORT

IMMIGRATION & SECURITY CERTIFICATION

Part I-To be completed by all Offerors desiring to conduct business with the DeKalb County School District

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq., Offeror must initial one of the sections below:

_____ Offeror has 500 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees (eVerify).

_____ Offeror has 100 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees(eVerify).

_____ Offeror has 99 or fewer employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 by registering at https://vis-dhs.com/EmployerRegistration and verifying information of all new employees(eVerify).

Part II- Only to be completed by all DeKalb County School District Contractor and Subcontractor Offerors in connection with the physical performance of services within the State of Georgia, pursuant to O.C.G.A. § 13-10-90 et. seq. Please initial where appropriate.

A. Contractor acknowledges and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Solicitation. ______

B. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 100 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration
Reform and Enforcement Act of 2011 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

______ Contractor has 99 or fewer employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

C. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractors in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from the subcontractor(s) such subcontractor’s indication of the employee-number category applicable to the subcontractor. ______

D. Contractor acknowledges and agrees that Contractor’s compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 shall be attested by the execution of the Contractor Affidavit (attached hereto), or a substantially similar affidavit, which shall be provided to the DeKalb County School System. ______

E. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from such subcontractor(s) attestation of the subcontractor(s) compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by execution of the Subcontractor Affidavit (attached hereto), or a substantially similar affidavit, and maintain records of such attestation for inspection by the DeKalb County School District at any time. ______

Signature / Printed Name / Title

By signing above you are certifying that the representations made herein are true and correct.

Firm Name: ________________________________

Street/Mailing Address: ________________________________

City, State, Zip Code: ________________________________

Telephone Number: _______________________ / email: ________________________________

Sworn to and subscribed before me this ________ day of ________________

____________________________________
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: ________________________________

Solicitation Number (if applicable): ________________________________

Name of Public Employer: ________________________________

DeKalb County School District

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

Executed on _____, _____. 201__ in ________________________________, ____________________

Signature of Authorized Officer or Agent ________________________________

Printed Name and Title of Authorized Agent: ________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF ____________, 201__.

Notary Public ________________________________

My Commission Expires: ________________________________

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
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: ________________________________

Solicitation Number (if applicable): ________________________________

Name of Public Employer: ________________________________

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

Executed on _____, _____, 201__ in ________________________________, _________________.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 201__.

Notary Public

My Commission Expires:

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE
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: ______________________________

Solicitation Number (if applicable): ______________________________

Name of Public Employer: ______________________________

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

Executed on _____, __________, 201__ 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 ____________, 201__.

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: ______________________________________

Solicitation Number (if applicable): ______________________________________

Name of Public Employer: ______________________________________

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 Agent: ______________________________________

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

Notary Public: ______________________________________

My Commission Expires: ______________________________________
Attachment I

RFP 15-457
SCHOOL NUTRITION PROGRAM ADMINISTRATION SOFTWARE AND SUPPORT

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

Fax Number

Date
END OF RFP