REQUEST FOR PROPOSAL (RFP)

School Nutrition Software Program

Mini Middle Georgia Co Op Group

**RFP NO. SN006-2023**

**REQUEST FOR PROPOSAL TIMELINE**

|  |  |
| --- | --- |
| Proposal Issue Date | March 23, 2023 |
| Final Date for Written Questions | April 10, 2023 |
| Proposal Due Date and Time | April 24, 2023 2:00pm |
| Proposal Due Location | 155 Hwy 49 W Milledgeville Ga 31061 |
| Proposal Opening Date and Time | April 25, 2023 10:00am |
| Proposal Opening Location | 155 Hwy 49 W Milledgeville Ga 31061 |
| Notification for 3 Vendors to Demonstrate | April 26, 2023 |
| Demonstration Date and Time | May 3, 2023 9:00am - 12:00pm |
| Demonstration Location | 100 N. ABC St Milledgeville Ga 31061 |
| Award Date (per award letter) | May 4, 2023 |
| Start Date | June 1, 2023 |
| Implementation to be completed by | July 14,2023 |
| Name of Awardee (completed ***after*** contract is awarded) |  |

**A Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits.  Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.  Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ocio.usda.gov/sites/default/files/docs/2012/Complain_combined_6_8_12.pdf), (AD-3027) found online at: [How to File a Complaint](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1)mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov. 

This institution is an equal opportunity provider.

# INTRODUCTION

This document contains a Request for Proposal **RFP NO. SN006-2023** for providing Software for MMGCG.This RFP sets forth the terms and conditions applicable to the proposed procurement.

**DEFINITIONS AND TERMS**

The following definitions shall apply within this document and its attachments:

1. **Accounting Period**: a specific period of time (e.g., each month)

2. **Allowable Cost**: costs that are allowable under 2 CFR Part 200 Subpart E Cost Principles. All costs must be necessary and reasonable to be allowable.

3. **Applicable Credit**: the meaning established in 2 CFR Part 200 Subpart E Cost Principles and 2 CFR 200.406, respectively.

4. **Calculation of Time:** periods of time, stated as a “number of days”, shall be calendar days.

5. **Charge**: any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the  
 goods and services that are identified in SFA’s Food Service Budget (ii) not provided for in the   
General and Administrative Expense Fee; and (iii) established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached under the cost reimbursable section, and fully incorporated herein by reference.

6. **Contract:** this RFP and Contract, the exhibits attached to this RFP and Contract, and FSMC’s Proposal, as accepted by SFA in its sole discretion.

7. **Cost-reimbursable contract**: a contract that provides for payment of incurred costs to the extent prescribed in the Contract, with or without a fixed fee.

8. **Direct Cost:** any Allowable Cost that is: (i) incurred by SNSPC in providing the goods and services that are identified in SFA’s Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder. The term Direct Cost does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.

9. **Effective Date:** June 1, 2023.

10. **Fixed Fee:** an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor’s direct and indirect administrative costs and profit allocable to the Contract.

11. **SNSPC:** School Nutrition Software Program Company.

12. **Non-profit School Food Service Account** : the restricted account in which all   
of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

13. **Program(s) or Child Nutrition Program(s)** : the USDA Child Nutrition Programs in which the   
SFA participates.

14. **Program Funds** : all funds that are required to be deposited into the Non-profit School Food Service Account.

15. **Proposal :** Food Service Software Company’s response to the RFP and Contract.

16. **RFP :** SFA’s Request for Proposal and Contract, and all of its attachments.

17. **SA:** State Agency of the Georgia Department of Education School Nutrition Division

18. **MMGCG:** Consist of Dooly County, Dublin City, Telfair County, Laurens County, Emanuel County, Johnson County, Dodge County, Pulaski County, Wilkinson County, Baldwin County and Bleckley County.

# REQUEST FOR PROPOSAL

**A. Legal Notice**

Notice is hereby given that ***MMGCG,*** hereinafter referred to as the SFA,intends to examine alternatives to its present software program.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative school nutrition software program, in the sole opinion of the SFA, it is in the SFA’s best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror’s own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA’s opinion, is not in the best interest of SFA.

Any contract that may arise from this RFP will be between the school nutrition software program company and the SFA and upon acceptance, this document shall constitute the Contract between the offeror and the SNSPC.

**Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws, rules, or citations are automatically incorporated herein, effective as of the date specified in such law, rule and/or USDA Memo.**

In accordance with Federal law and U.S. Department of Education policy, SFAs and SNSPC are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability**.**

**B. Procurement Method**

Procurement Method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method   
in the following ways:

* Competitive sealed proposals allow discussions with competing offerors and adjustments to the   
  initial proposal.
* Comparative judgmental evaluations may be made when selecting among acceptable proposals   
  for award of the Contract.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with applicable regulations: 7 CFR 210.16, 210.21, 250 Sub D, 7 CFR 200.318-326, Appendix II Part 200.

Procurement must be conducted so that there is no apparent or real conflict of interest.

**C. Proposal Meeting**

The RFP will be scored and have the top three candidates come out to give an in person demonstration of their software program. It will be on May 3, 2023 Between 9am – Noon ***Location***: Early Learning Center, 100 N ABC Street Milledgville Ga 31061. In- Person attendance is ***required***. ( See Criteria Table)

Meeting will be documented with a sign in sheet. A summary of all information shared, questions asked, and answers will be provided as a numbered addendum(s) to this RFP to all interested parties. SNSPC will be allow 1 hour for presentation.

Vendor presentations will not be scheduled at this time.

**D. Request for Proposal Submission**

Proposals will be received until **2:00 pm on April 24, 2023 at Baldwin High School, 155 GA Hwy 49 W Milledgeville GA 31061.** All proposals will be time-stamped and dated upon receipt. Any proposal submitted after the time specified for receipt will not be considered.

All proposals must be submitted in a sealed envelope marked as ***School Nutrition Software Program, # SN006-2023*** and also marked on the envelope with the offeror’s complete return address.

**Email or facsimile (fax) submissions are not allowed.**

Two copies of Competitive Sealed Proposals are to be submitted by US Postal Service (USPS), in person or by courier service to:

***Name of SFA School Nutrition: Kathy Morgan***

***Mailing Address:Baldwin High School, 155 GA Hwy 49 W***

***City: Milledgeville***

***State/Zip: GA 31061***

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP. No other documents submitted with the RFP and Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. If offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

As provided herein, under state law and, or regulations and the SFA’s local policy, discussions may be conducted with responsible offerors who submit proposals determined to be considered for award selection. Discussions will be for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and the Contract’s requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

If additional information is requested to adequately respond to this RFP, please contact ***Kathy Morgan*** in writing at [***kathy.morgan@baldwin.k12.ga.us***](mailto:kathy.morgan@baldwin.k12.ga.us) ***.*** Any additional information provided to one offeror will be available to all.

It is the SNSPC responsibility to check the [www.baldwincountyschoolsga.org](http://www.baldwincountyschoolsga.org) website under the procurement tab for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

Competitive sealed proposalsare subject to all the conditions and specifications attached hereto.

**D. Opening of Proposal:**

Opening will be at ***April 25, 2023* 10:00am**at **Baldwin County Highschool,*155 GA Hwy 49 W Milledgeville GA 31061.*** Proposals will not be accepted after the date and time as indicated in the RFP Timeline as the proposal due date. No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

**E. Proposal Award Criteria**

Award will be made only to one qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one who’s financial, technical, and other resources indicate an ability to perform the services required. All proposals are to be safeguarded by the SFA. Proposals will be evaluated by an SFA committee based on the offer per software requirements of point of sale, student eligibility, menu planning, nutritional analysis, inventory management, warehouse, central kitchen and continuing updating software with federal/state regulations. Each SFA committee member will score the proposals independently before the committee identifies the most advantageous response. Committee members must consist of SFA employees familiar with the regulations and requirements of the School nutrition program. If a committee member is an agent for, employee of or in any manner associated with a SNSPC, that SNSPC may not participate in the RFP and subsequent contract.

The offerors will be notified after all responses have been scored as to the status of their proposals. No information is released until after the award is made.

**F. Weighted Evaluation Criteria**

The SFA must determine in advance of issuing the RFP what percentage each category below will be given when comparing proposals. SFA may amend, delete or add additional categories if needed with an overall 100 points total. However, SFA may not include a category of prior experience with an SFA as it would violate USDA’s free and open competition regulation for procurement. A cut-off score must be pre-set by the SFA. Proposals that score under the cut-off score will not be considered for a contract and will be notified in writing. Only offerors that meet or exceed the cut-off score will enter into negotiations for a contract. The RFP must establish a level playing field for all offerors that submit proposals. Review the Criteria Award Table for the weighted percentages.

**Evaluations and Explanation of Criteria Award Table**

The scoring card is in two parts. Once the bid is opened it will be scored on criteria for proposal by each committee member. The committee will then select the three highest scores from **PART 1** and will be asked to conduct an IN-PERSON demonstration. The committee will use the **PART 2** of the criteria for demonstration. Highest score from the total of both criteria tables will be awarded the bid.

**Criteria Award Tables**

|  |  |  |
| --- | --- | --- |
| **Points Given** | **Criteria for Proposal RFP PART 1** | **Points Possible** |
|  | Cost of program | 20 |
|  | Reports meeting state and federal guidelines | 5 |
|  | Completing all documents | 5 |
|  | References from other school nutrition districts | 5 |
|  | Front and back of the house availability | 5 |
|  | Technology questions answered | 10 |
|  | Total Points | 50 |

|  |  |  |
| --- | --- | --- |
| **Points Given** | **Criteria for Demonstration PART 2** | **Points Possible** |
|  | Point of sales module | 5 |
|  | Inventory/ordering module | 5 |
|  | Eligibility Module | 5 |
|  | Credit/ debit and online payment | 5 |
|  | Menu-nutritional analysis-recipe module-menu board | 5 |
|  | Reports meeting state and federal guidelines | 5 |
|  | Digital Menu Board and Menu App | 5 |
|  | Time Clock | 5 |
|  | Total Points | 50 |

|  |  |
| --- | --- |
| **Total Points Calculated** | **Total Point Possible** |
|  | **100** |

**F. Firm Offer**

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening of proposals, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by the SFA, and which will result in a binding Contract.

**Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed*. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   
(*SNSPC *must initial and date here to show agreement)***

**G. Final Contract**

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the SNSPC that have been mutually agreed upon in writing by both parties.

Approved and signed contract by both parties will be sent to the SA and posted in SNO (School Nutrition Online).

**STANDARD TERMS AND CONDITIONS**

### A. Scope and Purpose

1. Duration of Contract. Unless it is terminated, this Contract will be in effect for a period of one year commencing on ***July 1,2023 , and terminating on June 30, 2024 ,*** and may be renewed for four (4) additional terms of one year each upon mutual written agreement between SFA and SNSPC.

2. SNSPC shall

a. be an independent contractor and not an employee of the SFA. The employees of the SNSPC are not employees of the SFA.

b. comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of

GaDOE and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts

210, 220, 245, 250, 7 CFR 200.317-200.326; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225

(SFSP), if applicable; Section 19 of the NSLP Act (FFVP); and OMB Circulars, and the other laws

described in the “Schedule of Applicable Laws,” and fully incorporated herein by reference.

c. ensuring that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of

monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the

extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for

appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

(See SP 09-2015; and 2 CFR Parts 200.112 & 318).

### B. Food Service

1. **METHOD OF PAYMENT and PRICING INFORMATION**

a) **Prices** - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.

b) The successful Bidder warrants that the bid price(s), terms, and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) SNSPC are advised that the actual number purchases/required may vary from those on the proposal, depending on each of the district needs and the availability of fund. **The MMGCG will reserve the right to purchase one, none or all modules/programs that is suited for their district. MMGCG may have one district or all to participate in the award.**

e) Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.

f) Pricing must be submitted on proposal form as requested without conditions unless called for in Special Trems and Conditions.

g) All bid prices must include all delivery and/or installation charges.

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

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

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

1. Delivery location and date of delivery

2. Item description and cost

3. Extended cost for total quantity purchased

4. Total cost of all products purchased

**2**. **Discontinued** **Items**

(a) If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item.The replacement brand/model must meet or exceed minimum specifications listed in the RFP documentas well as current industry standards. Replacement units must be made available to MMGCG for review and approved prior to the end of the life of awarded model. MMGCG reserves the right to accept or reject the replacement item.

(b) All products and materials furnished must comply with all applicable federal, state and local laws, codes and regulations.

**Invoices for payment with appropriate supporting documents shall be sent to the following address:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| County | Bookkeeper | Address | Phone | Email |
| Baldwin County | Tonia Milner | 155 GA Hwy 49 W Milledgeville Ga 31061 | 478-457-3312 | Tonia.milner@baldwin.k12.ga.us |
| Bleckley County | Cherry Evans | 242 E Dykes St Cochran Ga 31014 | 478-934-2821 Ext. 1401 | cevans@bleckleyschools.org |
| Emanuel County | Bonnie Bullock | 201 N Main St Swainsboro Ga 30401 | 478-237-6673 Ext 119 | bbullock@emanuel.k12.ga.us |
| Dodge County | Debbie Skipper | 720 College St Eastman Ga 31023 | 478-374-6491 | dskipper@dodge.k12.ga.us |
| Dooly County | Gina Martin | 202 Cotton St Vienna Ga 31092 | 352-267-0872 | Gina.martin@dooly.k12.ga.us |
| Dublin City | Bernadette Holmes | 207 Shamrock Dr Dublin Ga 31021 | 478-290-3277 | Bernadette.holmes@dcsirish.com |
| Johnson County | Lynn Lee | 2160 W Elm St Wrightsville Ga 31096 | 478-864-3446 ext 2714 | Lynn\_lee@hohnson.k12.ga.us |
| Laurens County | Paula Wyatt | 467 Firetower Rd Dublin Ga 31021 | 478-272-4767 Ext 1239 | paulawyatt@lcboe.net |
| Pulaski County | Brenda Valiante | 72 Red Devil Dr Hawkinsville Ga 31036 | 478-783-7256 | bvaliante@pulaski.k12.ga.us |
| Telfair County | Cindy Marshall | 212 Huckabee St McRae Helena Ga 31055 | 229-868-5661 Ext 1105 | cmarshal@telfairschools.org |
| Wilkinson County | Myrna Sandera | P.O Box 206 Irwinton Ga 31042 | 478-946-5521 Ext 232 | Myrna.sanders@wilinson.k12.ga.us |
|  |  |  |  |  |

### C. Financial Terms

1. Either party may terminate this Contract for cause by providing sixty(60) days prior written notice to the other party. &CFR 210.16(d)

**D. Trade Secrets and Proprietary Information**

1. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which GaDOE and USDA shall have unrestricted rights.

3. During the term of this Contract, SNSPC may have access to SFA confidential information (SFA Confidential Information), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)).

1. SNSPC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
2. SNSPC further agrees that SNSPC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of SNSPC’s obligations under this Contract.
3. SNSPC will use reasonable security measures to protect SFA’s Confidential Information from unauthorized access, use or disclosure and ensure that SFA’s Confidential Information is not disclosed or distributed in violation of the terms of this Contract.
4. Immediately upon the termination or expiration of this Contract, SNSPC shall return to SFA any copies of SFA’s Confidential Information provided to SNSPC by SFA, and SNSPC will destroy all other copies of SFA’s Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

### E. Certifications

### SNSPC shall execute and comply with the following Certifications:

* Debarment certification shall be provided by:
  1. the SFA providing the page from [www.sam.gov](http://www.sam.gov) and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management;* or
  2. signing this Agreement, the SNSPC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Georgia; or
  3. submitting the Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form (Exhibit N);
* Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein;
* Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein;
* Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated herein.

**F. Miscellaneous**

1. **GOVERNING LAW.** This Contract is governed by and shall be construed in accordance with Georgia and federal law.

2. **HEADINGS.** All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

3. **INCORPORATION/AMENDMENTS**.

This Request for Proposal and Contract, which includes the attached Exhibits A – M and SNSPC’s proposal

documents (collectively the Contract Documents), contain the entire agreement between the parties with

relation to the transaction contemplated hereby, and there have been and are no covenants, agreements,

representations, warranties or restrictions between the parties with regard thereto other than those specifically

set forth in this Contract.

In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

1. SFA’s Request for Proposal Solicitation
2. SNSPC proposal documents.
3. SFA/FSMC final RFP/Contract

The SFA alone must be responsible, in accordance with good administrative practice and sound business

judgment for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR

200.318(k)

No modification or amendment to this Contract shall become valid until a contract cost analysis is performed

when exceeding the simplified acquisition threshold per 2 CFR 200.324(a) and approved in writing by GaDOE

prior to execution and signed by both parties.

4. **INDEMNITY.** Except as otherwise expressly provided in this Contract, SNSPC shall defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expenses, including reasonable collection expenses, attorneys’ fees and court costs that may arise because of the actions of SNSPC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination or expiration of this Contract.

5. **NOTICES.** All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: Susan Nelson Baldwin County School Nutrition Director

To SNSPC:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person and when received. All notices will be time and date stamped when received and kept on file.

6. **SEVERABILITY.** If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

7. **SILENCE, ABSENCE OR OMISSION.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

8. **SUBCONTRACT/ASSIGNMENT**. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that SNSPC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

9. **WAIVER.** The failure of SNSPC or SFA to exercise any right or remedy available under this Contract upon the other party’s breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

10. **GaDOE REVIEW.** This Contract along with any amendments, addendums or renewals is not effective until it is approved, in writing, by GaDOE. Contract cost and price analysis may be applicable (subject to simplified acquisition threshold) with any contract modifications in 2 CFR 200.324(a).

Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.

For both ***fixed price*** and ***cost-reimbursable*** contracts, SFA shall ensure that FSMC has credited it for the value of all USDA foods received for use in SFA’s meal service in the school year. (7 CFR § 250.51(a))

Specifications

The following table specifies a list of mandatory requirements for the acceptance of your proposal. These constitute the key application characteristics that form the minimum set of standards your program must provide in order to be considered for award. If any program does not meet these requirements, it will be deemed non-responsive and no longer evaluated for award. **Please initial in appropriate box.**

|  |  |  |
| --- | --- | --- |
| **Requirements** | **Vendor Can Comply** | **Vendor Cannot Comply** |
| 1. Program is web/cloud base |  |  |
| 2.Program must contain a POS module |  |  |
| 3. Program must contain a free and reduced eligibility module |  |  |
| 4.Program must contain application scanning and processing |  |  |
| 5.Program must contain ordering and inventory module |  |  |
| 6.Program must contain a production record module |  |  |
| 7. Program must contain online payments |  |  |
| 8.Program for menu planning/recipes/nutrition analysis |  |  |
| 9.Vendor must provide a “single point” of contact for MMGCG |  |  |

|  |  |
| --- | --- |
| **Questions** | **Answers** |
| 1.Do you have a digital menu board? |  |
| 2.Do you have a mobile app ability? |  |
| 3.What are your hardware requirements? |  |
| 4.How are your accounts controlled and managed? |  |
| 5.How is security handled within the system? |  |
| 6.What are the firewall and filter requirements for the system? |  |
| 7.What are the back up options and how is data protected? |  |
| 8.How is data restored? |  |
| 9.Is this program hosted or on premise? |  |
| 10.Is this program physical or virtual? |  |
| 11.If hosted, is it truly web based? |  |
| 12.How can users connect if outside of our public IP address? |  |
| 13.What is the process of migrating from our current programs? |  |
| 14.How is support handled? |  |
| 15.Will you be able to do onsite training? |  |
| 16.Will you be able to have all MMGCG up and running by one week prior to school starting? |  |
| 17.Do your reports mirror in comparison to the state reports that are required for our audits? |  |
| 18.Do you anticipate a merger or sale of your company in the near future? |  |
| 19. How many years of experience in K-12 school nutrition software? |  |

References

MMGCG would like to contact your references. These references must be from K-12 school nutrition system that has been using your program for over 2 years.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **School District** | **Contact Person** | **Contact Phone** | **Contact Email** | **Years Using Your Program** |
|  |  |  |  |  |
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Cost

MMGCG will determine what each district’s needs will be. The cost will be broken down in sections. Each district will have the right to choose one part of the program or none at all.

All pricing must be firm for 12 months.

To make all pricing equal for all participants, pricing will be based on 1 District -1 CO – 1 Site – 1 POS

**Installation**

Startup fee $\_\_\_\_\_\_\_\_\_\_\_\_

Licenses per site $\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Installation Fees**

**Front of the house**

Cost for purchasing entire front of the house $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Front of the house Fees**

**Back of the house**

Cost for purchasing entire back of the house $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Back of the house** **Fees**

**Online/ Credit or Debit at the POS Payments**

Cost for purchasing Online payments $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost for credit or debit payments at the POS $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Online payments Fees**

Additional fees must be itemized and attached and labeled **Credit or debit payments at POS Fees**

**Digital Menu Board**

Cost for purchasing digital menu boards $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Digital menu boards Fees**

**Time clock**

Cost for purchasing Time clock $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Time clock Fees**

**Equipment Cost**

Cost for purchasing complete POS $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If we can use our existing computers:

Cost for purchasing Touch Screen $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost for purchasing Cash Drawer $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost for purchasing Pin Pad $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost for purchasing Pin Pad with ID Scanner $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost for purchasing Pin Pad with ID Scanner & Credit Card Reader $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Equipment Cost Fees**

**Front & Back of the House Cost**

Cost for purchasing complete system $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional fees must be itemized and attached and labeled **Front & Back of the House Cost Fees**

Exhibit I

**ANTI-COLLUSION AFFIDAVIT**

STATE OF:

COUNTY OF:

, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the offeror to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the offeror/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this proposal.

Signed

Subscribed and sworn before me this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Notary Public (or Clerk or Judge)

My commission expires:

Exhibit J

#### Certification Regarding Lobbying

# 

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for

all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-

recipients shall certify and disclose accordingly.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Address of Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title of Submitting Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Exhibit K**

|  |
| --- |
| Disclosure of Lobbying Activities *Complete this SF-LLL form to disclose lobbying activities pursuant to 31 U.S.C. 1352*   *(See next page for public burden disclosure.)* |
| 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. proposal/offer/application  \_\_\_ b. initial award  \_\_\_ c. post-award  3. Report Type:  \_\_\_ a. initial offering  \_\_\_ b. material change    For Material Change Only:  Year\_\_\_\_\_ Quarter \_\_\_\_\_\_ Date of last report \_\_\_\_\_\_\_ |

|  |
| --- |
| 4. Name and Address of Reporting Entity:  Prime Sub-awardee  Tier , *if known:*  Congressional SFA, *if known:*  5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:  Congressional SFA, *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:*  $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit K (Continued)**

|  |  |  |
| --- | --- | --- |
| 10. a. Name and Address of Lobbying Entity  *(If individual, last name, first*  *name, MI):*  (Attach continuation sheet(s) if necessary) | b. Individuals Performing Services  *(Incl. Address if different from No. 10a)  (last name, first name, MI):* | |
| 11. Amount of Payment *(check all that apply):*  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_  Actual \_\_\_\_\_\_ Planned |  | |
| 12. Form of Payment *(check all that apply):*  \_\_\_\_ a. cash  \_\_\_\_ b. in-kind; specify: nature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  value \_\_\_\_\_\_\_\_\_ |  | |
| 13. Type of Payment *(check all that apply):*  \_\_\_\_ a. retainer  \_\_\_\_ b. one-time fee  \_\_\_\_ c. commission  \_\_\_\_ d. contingent fee  \_\_\_\_ e. deferred  \_\_\_\_ f. other; specify |  | |
| 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) if necessary) | | |
|  | | 15. Continuation Sheet(s) attached: \_\_\_\_ Yes \_\_\_\_ No |

**Exhibit K (Continued)**

|  |  |
| --- | --- |
| 16. Information requested through this form is authorized by article 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 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: |
| Federal Use Only: Authorized for Local Reproduction of: | Standard Form – LLL |

#### Exhibit K-1

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**Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. 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 appropriate State office. 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.

1. Identify the status of the covered Federal Action.
2. 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.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional SFA,   
   if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be,   
   a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime   
   is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards   
   under grants.
4. If the organization filing the report in item 4 checks sub-awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional SFA, if known.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

9. 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.

10. 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.

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

12. 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.

13. Check whether or not a SF-LLL-A continuation sheet(s) is attached.

14. The certifying official shall sign and date the form, 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.

**Exhibit L**

**PURCHASE DISCOUNTS, REBATES AND VALUE OF USDA FOODS**

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

***(School) (hereinafter SFA)*** has and will undertake all necessary oversight and monitoring measures to assure that the school SFA receive the full value of purchase discounts, rebates, credits and value of USDA foods. These measures shall include but are not limited to:

Upon execution of this contract, SFA must strictly monitor the agreement throughout the year to ensure that they receive the full value of credits, discounts and rebates and are in compliance with Federal Regulations. Monitoring activities shall include but are not limited to:

* Identify the person within the SFA that will be responsible for oversight;
* Designate the position that will monitor the credits, discounts and rebates;
* Examine the invoices and other documentation provided by the FSMC as agreed to in the contract;
* Determine the percentage of credits, discounts and rebates reported in relation to the value of food purchased early in the contract year as a benchmark for future comparison;
* Calculate the average credit-purchase proportion received, or as applicable discount or rebate;
* Examine products to ensure that to the maximum extent practicable, domestic commodities and domestic food products processed in the United States using over 51% domestic foods are purchased. Visit storage facilities to observe the origin of purchased food printed on food labels and case units.

In the event of discrepancies during monitoring activities, follow up with FSMC to resolve the issues, and if necessary, request additional documentation from the FSMC to substantiate discrepancies. Potential discrepancies to consider may include:

* Frequency of reporting that does not agree with contract provision;
* Labels identifying countries other than the U.S;
* Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.

For both ***fixed price*** and ***cost-reimbursable*** contracts, SFA shall ensure that FSMC has credited it for the value of all USDA foods received for use in SFA’s meal service in the school year. (7 CFR § 250.51(a))

As a best practice, but not required, SFA can request FSMC to submit the amount of USDA Foods credited with their annual contract renewal prior to SA written approval.

**ATTACHMENT F**

**This form is available electronically.** OMB Control No. 0505-0027 Expiration Date: 04/30/2024

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048USDA LOGO

**Lower Tier Covered Transactions**

|  |  |  |
| --- | --- | --- |
| *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*  *According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.* | | |
| ***(Read instructions on page two before completing certification.)***   1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. | | |
| ORGANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME | |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) | | |
| SIGNATURE(S) | | DATE |

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

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

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