



**Nutrition Services Bread  
Products Request for  
Proposal  
#2023-03**

**Deliver Bids To:**  
Ina A Colen Academy  
Attn: Annie Avery  
5080 SW 66<sup>th</sup> Ct. Rd.  
Ocala, FL 34474  
(352) 304-6787

## REQUEST FOR PROPOSAL

### #2023-03

Ina A Colen Academy is requesting proposals from providers of Bread products to provide service for the member school's bread program.

**Submission Deadline:**

Proposals must be received prior to **10:00 A.M., on July 31, 2023.** Bids must be submitted in a sealed envelope, marked with the RFP number and title, and returned to:

Ina A Colen Academy  
Attn: Annie Avery  
5080 SW 66<sup>th</sup> Ct. Rd.  
Ocala, FL 34474  
(352) 304-6787

Proposals received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

Ina A Colen Academy reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP documents may be obtained from:  
Ina A Colen Academy, Food Services, 5080 SW 66<sup>th</sup> Ct. Rd, Ocala, FL 34474

Refer any questions to: Annie Avery, e-mail: [annie\\_avery@iacafl.org](mailto:annie_avery@iacafl.org)

**RFP Introduction:** This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of Ina A Colen Academy, hereinafter referred to as the School Food Authorities (SFA), to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the SFAs. A vendor who submits a proposal in response to this solicitation will be hereinafter referred to as "Proposer".

**Schedule of events:**

- July 17, 2023 - RFP Released
- July 21, 2023 - Deadline to Receive Questions, 10:00 AM
- July 31, 2023- Proposals due, 10AM
- August 1, 2023 contract start date

**Submission of Proposals:** Proposers may mail sealed proposals, to the address and staff member designated by the proposal submission deadline defined on the NOTICE TO Proposers page. It is the Proposer's responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing:

-  
Annie Avery, e-mail: [annie\\_avery@iacafl.org](mailto:annie_avery@iacafl.org)

Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure that the sealed proposal was received by the submission deadline. Proposals will be accepted up to, and no proposals will be accepted after, the RFP submission deadline. Time is Eastern Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

**The SFA will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.**

**The SFA will not assume responsibility for any delay because of failure of the mail or other delivery service to deliver proposals on time.**

**Proposal Withdrawal:** Proposals may be withdrawn by the Proposer prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful Proposer shall not be relieved of the submitted proposal without the consent of the SFA.

**Signatures:** All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be original.

**Reservation of Rights:** The SFA expressly reserves the following rights:

1. To reject any and all proposals;
2. To reject any part of a proposal not meeting the specifications set forth in the RFP/Bid documents;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP/Bid is awarded defaults in executing the formal agreement; and
5. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

**Non-Collusion:** By submission of the proposal, the Proposer certifies that the proposal has been arrived at

independently and submitted without collusion with any other Proposer and that the contents of the proposal have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer and will not be communicated to any person prior to the official opening of the proposal.

**Prices:** Contract prices awarded as a result of this price request shall remain firm for the contract period. However, prices for bread products can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the FDACS. **Any changes (up or down) in price must be announced to Ina A Colen Academy officials 30 days preceding the effective price change. Any changes in prices must be documented by** the bread Program's announcement and be accompanied by conversion calculations showing the manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

**Estimated Usage:** Usage given is estimated based on Ina A Colen Academy use or projected use over approximately six (6) months. These quantities are not guaranteed by Ina A Colen Academy but are included for information and planning purposes only. Ina A Colen Academy reserves the right to purchase more or less of the units specified. The SFA will not guarantee minimum compensation to be paid to the Selected Proposer.

**Product Specifications:** Manufacturer/brand name and numbers that reflect the level of quality expected may be referenced. The Proposer may submit quotations on that, or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications.

**Delivery/Freight On Board (FOB Destination Pricing:** Time and manner of delivery are essential factors in proper performance under the contract. **The proposer must quote prices FOB Destination to the delivery location(s) designated by Ina A Colen Academy or all transactions under the contract. Ina A Colen Academy will not pay shipping and handling charges, nor will Ina A Colen Academy pay for any fuel surcharges.** If the material is not received within the time specified for delivery, it will be received at the discretion of Ina A Colen Academy. Should it be necessary to refuse delivery of any material contained in the RFP/Bid document, the vendor shall be responsible for all associated costs. Each item shall be securely and properly packed and clearly marked as to the contents. All shipments shall be accompanied by an invoice.

**Experience and Service:** Proposers are advised they must demonstrate the ability to provide the necessary products and services required under the contract.

**Method of Award:** Proposals that are submitted in a timely manner and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the responsive and responsible Proposer with the highest total score based on the criteria set forth in this solicitation. Winning Proposer will be herein referred to as the *“Selected Vendor.”*

A *“responsive Proposer”* will be able to meet the requirements described in this solicitation.

A *“responsible Proposer”* is willing and capable of furnishing the goods or services described in this solicitation.

**RFP Protest Procedures:** If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Selected Vendor, the objecting Proposer shall furnish that protest, in writing, to the SFA within five (5) business days of the date of the Proposer notification of the awarded contract. The protest shall describe in detail the basis for the protest and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the Governing

Board, which shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Governing Board, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

**Debarment and Suspension:** To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by any State or Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared nonresponsive.

**Risk of Loss:** The Selected Vendor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Vendor or held by the Selected Vendor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Vendor until redelivery thereof to the SFA.

**Insurance:** The Selected Vendor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations under the order. The following outline the minimum insurance requirements and other required documentation:

- a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
- b. Workers' Compensation Insurance in such amounts as required by law
- c. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

The Selected Vendor may be required to provide proof of such insurance, naming Ina A Colen Academy as additionally insured by separate endorsement.

**Hazardous Material:** The vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished, or services performed under the terms of the purchase order or contract issued in response to this RFP/Bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Safety Data Sheets must be sent with the proposal.

**"Buy American" Provision:** Pursuant to Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

**Force Majeure Clause:** The parties to the order shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by the government, provided that the

non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented.

**Hold Harmless Clause:** The awarded vendor shall hold harmless and indemnify the Ina A Colen Academy, its officers, and employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the supplier or by a person, firm or corporation employed directly or indirectly by him, in connection with his performance under the order.
- b. Any injury to person or property sustained by any person, firm or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.
- c. Any liability that may arise from the furnishing of the use of any copyrighted or uncopied composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

**Food Recall:** Food/beverage suppliers shall be expected to comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

**Food Safety:** Food/beverage vendors shall be expected to comply with all federal, state, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided. Vendors will define their food safety policy and procedures on a separate document to be submitted along with the Proposal.

**Equal Opportunity Employer / Federal Non-Discrimination 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, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Proposer Agreement:** Ina A Colen Academy will sign the proposal of the selected vendor which will serve as the awarded contract. The contract will include all terms and conditions as described in this RFP/ Bid, submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Vendor.

**Contract Maintenance:** The SFA will monitor the awarded contract for vendor compliance of the contract and communicate with the Selected Vendor if/when necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, or other selected issues.

**Contract Modification:** The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by the SFA.

**Contract Term:** The initial awarded contract period shall be July 1, 2023 to June 30, 2024. This awarded contract may be renewed under the same prices, terms, and conditions for up to four (4) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

**Vendor Performance and Evaluation:** The SFA will evaluate the Selected Vendor's performance status and product quality. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Vendor performance.

**Mutual Agreement Termination:** With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

**Termination for Cause and Convenience or Non-Performance:** The SFA may terminate the awarded contract prior to the expiration of the term without cause and without penalty, upon thirty (30) days' written notice to the Selected Vendor. The SFA reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vendor ceases operations. In the event of such a termination, the SFA may award the contract to the next-lowest bidder.

**Invoices and Payments:** Invoices are to be provided upon delivery of materials or services performed. Quantities, item descriptions, unit prices, date and delivery site name must be on all invoices. Payment terms shall be net thirty (30) days. Ina A Colen Academy shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized member school's representative. ACH payment may be an option for Ina A Colen Academy and may result in shorter payment terms for the vendor.

The vendor shall issue credits for products that do not meet the member school's standards such as:

Product shortage upon delivery

Product quality

## Food Safety and/or Sanitation Specifications

**Discount for Prompt Payment:** Discounts/terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, Proposer may include prompt payment discounts on individual invoices, if awarded the contract.

**Product Substitution/Manufacturer's Brand Change/Product Reformulation:** The Selected Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by Ina A Colen Academy. If during the course of the contract there is a manufacturer's brand change or reformulation of the product, the vendor shall not automatically substitute the product. The vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by Ina A Colen Academy for approval prior to further shipment. Ina A Colen Academy shall be the sole judge of whether the product(s) are acceptable.

**Quantity and Quality of Materials and Services:** The Selected Vendor shall furnish and deliver the products/services designated by the contract. All materials, supplies or services furnished under the contract shall be in accordance with the member school's specifications, Ina A Colen Academy sample, or the sample furnished by the Proposer and accepted by Ina A Colen Academy. Materials or supplies which, in the opinion of Ina A Colen Academy, are not in accordance and conformity with Ina A Colen Academy 's specifications shall be rejected and removed from Ina A Colen Academy's premises at the vendor's expense. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

**Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of SFAs' purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, State, and Federal representatives and auditors in accordance with Federal regulations. Selected Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions.



**Award Criteria:**

Ina A Colen Academy intend to award the responsible Proposer whose proposal is most advantageous to the schools' program(s) with price and other factors considered.

<b>Criteria</b>	<b>Points</b>
Pricing	60
Service Capability / Delivery System	40
<b>Total Points</b>	<b>100</b>

\*Please note:

Price will be the primary factor when evaluating and awarding this RFP. Contracts will be awarded to the responsible offeror whose proposal is most advantageous to the sponsor, with price and other factors considered.

## RFP RESPONSE PACKET REQUIREMENTS

**RFP/Bid Requirements:** The SFA assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation **MUST** be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

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**1)** Proposer will need to complete, sign, and return all attachments:

- ATTACHMENT A: NON-COLLUSION AFFIDAVIT
- ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT C: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT D: DISCLOSURE LOBBYING ACTIVITIES
- ATTACHMENT E: BUY AMERICAN CERTIFICATION FORM
- ATTACHMENT F: PRODUCT SPECIFICATIONS AND CONDITIONS
- ATTACHMENT G: REQUIRED CLAUSES
- ATTACHMENT H: PRICING PROPOSAL SHEET

**ATTACHMENT A: NON COLLUSION AFFIDAVIT  
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL**

(Public Contract Code Section )

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says  
(name)  
that he or she is \_\_\_\_\_ of  
(position title)

\_\_\_\_\_  
(the proposer)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of , any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: \_\_\_\_\_

By \_\_\_\_\_  
(Person signing for proposer)

**Certification Regarding Lobbying: Contracts, Grants, Loans,  
and Cooperative Agreements**

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**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

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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, 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 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 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.

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Organization Name

Award Number or Project Name

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Name and Title of Authorized Representative

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Signature

Date

**ATTACHMENT D: DISCLOSURE OF LOBBYING ACTIVITIES**

<p><b>1. Type of Federal Action:</b></p> <p>a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application  b. initial award  c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing  b. material change</p> <p><b>For material change only:</b>  Year _____  Quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____Prime _____Subawardee  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>:</p>	
<p><b>7. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>  _____</p> <p>\$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. 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.</b></p>	<p><b>Signature:</b>  _____</p> <p><b>Print Name:</b>  _____</p> <p><b>Title:</b>  _____</p> <p><b>Telephone No.:</b> _____</p> <p><b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>	

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

**ATTACHMENT E: BUY AMERICANAN CERTIFICATION FORM**

**SNP Buy American Justification Form**

The Buy American Justification Form assists school food authorities (SFAs) with validation documentation to purchase non-domestic food products with nonprofit school food service account funds, in accordance with 7CFR 210.21(d). SFAs should complete this form upon identification of each non-domestic food product being served in the U.S. Department of Agriculture’s (USDA) School Nutrition Programs. Compliance with the Buy American Provision (BAP) is included in each SFAs Administrative Review (AR), and SFAs may use this to demonstrate justification for using non-domestic products when appropriate. The Buy American requirements are summarized in USDA Memo SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the NSLP.

<b>SNP School or District documenting justification:</b>			
<b>Date:</b>		<b>Name of individual completing form:</b>	
<b>Non-Domestic Agricultural Product:</b>			
Please enter answers in column below:			
<b>Product Name:</b>			
<b>Purchase Unit:</b>			
<b>Storage Area:</b> (Ex: cooler, freezer, dry storage, etc.)			
<b>Country of Origin of Non-Domestic Product:</b> (Ex: processed in China, grown in Mexico, packed in Brazil, etc.)			
<b>Alternative Considerations to Using Non-Domestic Products</b>			
Please enter answers in column below:			
<b>1. Cost analysis:</b> (Domestic cost is significantly higher than non-domestic)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<b>a. Bid Cost per Unit of Domestic Product:</b>	\$		
<b>b. Bid Cost per Unit of Non-Domestic Product:</b>	\$		
<b>Additional explanation for decision:</b>			

<b>2. Availability or Seasonality:</b> (Product not currently grown domestically)		
<b>a. Documentation demonstrating current unavailability on file:</b> (Ex: Copy of Weekly Marketing Report or National Processing Report from Agricultural Marketing Service (AMS)) <b>Note: Letter from vendor is insufficient by itself.</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>3. Are other domestic Sources available?</b> (Ex: Bid-awarded domestic juice unavailable from vendor's listed manufacturer but can be ordered through a different manufacturer with an insignificant cost increase.)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>a. If yes, explain how you used other domestic sources:</b>		
<b>4. Is there a comparable substitute?</b> (Ex: serving domestic edamame instead of non-domestic garbanzo beans during seasons of low availability)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>a. If yes, what other alternatives to using non-domestic foods were considered?</b>		
<b>Resulting Decision for Domestic vs. Non-Domestic</b>		

Please		
enter answers in column below:		
<b>After considering alternatives to non-domestic products, were foreign products still used?</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>a. If yes, explain why non-domestic products were used instead of an alternate domestic product:</b>		

Note: School should retain and make notes of communications regarding the reasons for the exception to the Buy American provision. This includes but is not limited to email or procurement notes of discussion regarding alternatives to non-domestic products purchased by the school.

\_\_\_\_\_  
*Signature of School Nutrition Director*

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



**ATTACHMENT F: PRODUCT SPECIFICATIONS AND CONDITIONS**

**Product Specifications and Conditions:** All bread products must be produced in compliance with conditions and regulations of USDA DNS, FDACS and SFA's local for operation of all School Nutrition Programs. All bread products should be 51% enriched whole grain or 100% whole grain. Every 16 grams of creditable grain equals 1 oz whole grain equivalent. Whole grain - rich must contain 8 grams whole grain and 8 grams enriched meal or flour. Enriched bread contains added thiamine, riboflavin, niacin, iron, and can contain calcium. Amount of enrichment coincides with federal regulation. CN label or nutrition analysis along with an ingredient list must be included in bid submission.

**Packaging:** All baked products shall be encased in sanitary wrappers or containers, which shall be sufficient to keep out contaminants. All product packaging should be Standard commercial packaging when applicable, securely sealed to ensure freshness of products and to protect against contamination. Any packages which are dirty, torn, open, product damaged in any way will be rejected. Products will be returned for credit or immediate replacement to the original site at no cost to Ina A Colen Academy for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods.

**Ordering:** Ina A Colen Academy prefers to place orders online and receive an email confirmation, however, some sites will need to place orders manually with the delivery driver, in this case a written copy of the order must be left with the person in charge at the site. Ina A Colen Academy reserves the right to add, remove or delete products based on school needs. Vendors must state whether they have a minimum order requirement, which may impact scoring values in the scoring criteria for service capability.

**Substitutions:** Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department to qualify for payment.

**Delivery:** Ina A Colen Academy reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to the school site. Sites require 1-2 day(s) per week deliveries due to storage limitations or volume purchases. All deliveries shall occur between the hours of 7:00 a.m. and 1:00 PM. Night drops will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday. Vendor shall pick up all empty bread crates when bread is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by Ina A Colen Academy. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

**Table A – Ina A Colen Academy Delivery List**

School Name	School Type	Address
Ina A Colen Academy	K-8	5080 SW 66 <sup>th</sup> Ct. Rd, Ocala, FL 34474

## **Attachment K- Required Clauses**

### **L.1 Clean Air Act and Lobbying**

If this Contract is in excess of \$100,000, the SFA and the awarded vendor shall comply with all applicable standards, orders, or regulations, including but not limited to:

- **The Clean Air Act** (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
- **Certification Regarding Lobbying** pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); and
- **Disclosure of Lobbying Activities** pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**L.2 Breach of Contract** - Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### **L.3 The Awarded Vendor will comply with:**

- **Energy Policy and Conservation Act** (42 U.S.C. section 6201 *et seq.*);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327- 333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29C.F.R. Part 3); and
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- **Procurement of Recovered Materials**. (Stat. 200.322 Solid Waste Disposal Act)

### **L.4 Drug Free Workplace**

An RFP received from a potential vendor certifies that it has implemented a drug-free workplace program as defined by State of Florida Statutes. If the awarded Contractor does not maintain a formal “Drug Free Workplace” or does not perform random drugs tests on its employees, then the Contractor’s employee must submit to a drug test by Ina A Colen Academy at an additional cost prior to working on the Ina A Colen Academy account.

**L.5 Prohibition of Gratuities** - By submission of the RFP response, the contractor certifies that no employee of Ina A Colen Academy or affiliated schools has or shall benefit financially or materially from such RFP or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**Contract Work Hours/Safety Standards Act:** 2 CFR Appendix II to Part 200, Section (E):

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**Attachment G**  
**Ina A Colen Academy**  
**RFP 2023-02**

Description	Preferred Brand or equal	Pack Size Preferred	Pack Size per Case	Estimated Usage	Manufacturer and Code Proposed	Pack Size Proposed	Pack Size Per Case Proposed	Total Cost Per Delivered Case	(Extended) Cost Per Line Item
Bun, Hot Dog 6" Whole Grain 50% or more, enriched whole grain by weight. Sliced, no seeds. Minimum of 28 grams, 0.9 ounce or greater 1 bun = 1 grain serving according to CN Program standards	Distributor's Choice	12ct		250					
Buns, Hamburger, Whole Grain, no topping. 3" 50% or more enriched Whole Grain. Minimum of 28 grams, 1 ounce or greater 1 bun = 1 grain serving according to CN Program standards	Distributor's Choice	12ct or 96ct		600 12ct or 75 96ct					
Dinner or Slider Rolls, Sheet Sliced 24ct Whole Grain flour. Minimum 14 grams) or 0.5 ounce or greater. 2 rolls equals 1 grain serving	Distributor's Choice	24ct		60					
Loaf, White Wheat 28 gram or 1 ounce per slice. Must have wheat flour as the primary ingredient by weight. 1 slice must equal one grain serving according to CN Program standards	Distributor's Choice	28 usable slices per loaf		250					
Texas Toast, 50 or greater whole wheat, sliced. One slice equals 28 grams or 1 ounce or greater. 1 slice equals a minimum 1 grain serving according to CN Program standards	Distributor's Choice	20 slices		250					

Description	Preferred Brand or equal	Pack Size Preferred	Pack Size per Case	Estimated Usage	Manufacturer and Code Proposed	Pack Size Proposed	Pack Size Per Case Proposed	Total Cost Per Delivered Case	(Extended) Cost Per Line Item
Buns, Submarine. Wheat, no seeds, 50% or greater whole wheat flour, sliced. Minimum of 50 grams or 1.8oz or greater per bun.1 equals 2 servings of grain according to CN program standards	Distributor's Choice	12 ea		100					
Muffins, English. Sliced Whole Grain, 50% or more enriched Whole Grain. 2 slices must meet 2 grain servings according to CN Program standards	Distributor's Choice	6ea		210					
Loaf, Rye Grain. No topping and seedless. 25 gram or 0.9 or greater per slice. 50% or more enriched Whole Grain. 1 slice must meet 1 grain servings according to CN Program standards	Distributor's Choice	16 slices		5					