



**Dairy  
for School Nutrition**

**RFP / Bid # 2023-02**

**School Nutrition Services  
Milk / Dairy Products**

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

## Notice to Bidders

### Request for Proposal / Bid # 2023-02

Ina A Colen Academy is requesting bids from providers of milk and dairy products to provide service for the school system's milk and dairy program.

#### **Submission Deadline:**

Bids must be received prior to 10AM EST, 7/14/2023. Bids must be submitted in a sealed envelope, marked with the RFP/Bid number and title, and returned to:

Ina A Colen Academy  
5080 SW 66<sup>th</sup> Ct. Rd.  
Ocala, FL 34474

Attention: Annie Avery

Bids 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/Bid documents may be obtained from:

Ina A Colen Academy  
5080 SW 66<sup>th</sup> Ct. Rd.  
Ocala, FL 34474.

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

**RFP/Bid 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 the Ina A Colen Academy, hereinafter referred to as the School Food Authority (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 SFA. 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/Bid Released

July 21, 2023 - Deadline to Receive Questions, 12:00 PM deadline

July 31, 2023 - Proposals due, 12PM

August 1, 2023 – contract start date

**Submission of Proposals:** 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, [annie\\_avery@iacaf.org](mailto:annie_avery@iacaf.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 / Bid 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 as a result 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 the opening of submissions but, after the opening, submissions may not be withdrawn for a period of sixty days. A successful proposer shall not be relieved of the submitted proposal without the consent of the SFA.

**Correction of Mistakes:** Do not erase, correct, or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Proposer shall initial each correction. Failure to comply with the requirements may cause your proposal to be disqualified. No proposals shall be altered or amended after the specified time and date of opening.

**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.

**Cost of Preparing Proposal:** Proposers are responsible for the costs of preparing and submitting the RFP / Bid. Materials submitted as part of the proposal will become property of the SFA unless otherwise noted.

**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 milk and dairy products can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the USDA, Grade A Milk Program.

**Any changes (up or down) in price must be announced to the schools' officials 30 days preceding the effective price change.** Any changes in prices must be documented by the Milk Program's announcement and be accompanied by conversion calculations showing 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 the schools use or projected use over approximately six (6) months. These quantities are not guaranteed by the schools but are included for information and planning purposes only. The schools reserve the right to purchase more or less of the units specified. The SFA will not guarantee minimum compensation to be paid to 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. The SFA may require samples to determine product acceptance. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products to referenced products without qualification or explanation.

**Delivery/Freight On Board (FOB) Destination Pricing:** Time and manner of delivery are essential factors in proper performance under the contract. Proposer must quote prices FOB Destination to the delivery location(s) designated by the schools or all transactions under the contract. The schools will not pay shipping and handling charges, nor shall the schools 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 the schools.

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 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. Proposers are required to submit three references listing currently serviced school districts. The list shall include the school's name, food service director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal/Bid for at least twelve (12) months. Experience and service are factors in the award of this contract.

A vendor's recent delivery and performance under any previous or existing agreement or contract may be examined. Poor performance or references of current or past customers may be used in the evaluation.

Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the schools regarding the Proposer and/or the Proposer's performance of work.

**Equipment:** As part of your service capability plan, please indicate in your proposal whether you can provide milk coolers at each school location, upon request.

**Method of Award:** Proposals that are submitted timely 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/Bid 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 Ina A Colen Academy 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. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined Ina A Colen Academy. Consideration must be given first to the use of domestic alternatives before a non-domestic exception will be approved. Dairy distributor must maintain documentation to support using non-domestic items based on costs being significantly higher and when domestic products are not being produced in sufficient and reasonable quantities of satisfactory quality.

**Force Majeure Clause:** The parties to the order shall be excused from performance during the time and to the extent 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 negligence of the supplier. In such cases, satisfactory evidence thereof must be presented.

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

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.

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.

Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted 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. Vendor 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, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**  
(833) 256-1665 or (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 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 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 termination, the SFA may award the contract to the next lowest bidder.

**Invoices and Payments:** Invoices are to be provided upon the 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. The schools 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 schools representative.

The vendor shall issue credits for products that do meet the school's standards such as:

- Product shortage upon delivery
- Product quality
- Food Safety and/or Sanitation
- Specifications set forth in this RFP/Bid



**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 the schools. 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 the schools for approval prior to further shipment. The schools 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 schools' specifications, the school's sample, or the sample furnished by the Proposer and accepted by the schools. Materials or supplies which, in the opinion of the schools, are not in accordance and conformity with the school's specifications shall be rejected and removed from the school'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.

**Outside of the Nutrition Services Department:** The Selected Vendor is prohibited from selling or providing items to the schools outside of this contract without the written consent of the Ina A Colen Academy Nutrition Services Department. Ina A Colen Academy Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and state guidelines. Vendor shall charge the same price as agreed upon in this RFP/Bid.

**Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least 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:**

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

<b>Criteria</b>	<b>Points</b>
Pricing	70
Customer Service, Satisfaction and References	10
Service Capability Plan / Delivery Systems	20
<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.

Proposers will be considered responsible if they score 80 or more total points. The award will go to the responsible Proposer with the highest criteria score.

**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.

**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 DOBBYING 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 duty 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 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; 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)

## Attachment C: Certification Regarding Lobbying

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**Instructions:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

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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 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 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 Federally 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000.		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

**Attachment D: Disclosure of Lobbying Activities**

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

**Attachment E: Buy American Certification Form**

**Note: Complete this form if you are a food and/or beverage supplier only.**

Ina A Colen Academy are to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

I/we \_\_\_\_\_, certify

vendor name

that only domestic commodity or food/beverage products will be supplied Ina A Colen Academy unless otherwise mutually agreed upon.

Signature      Date

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(If the schools have agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the schools.)

## **Attachment F: Product Specifications and Conditions**

**Product Specifications and Conditions:** All milk products shall be Grade A, produced in conformance with USDA Code, rBST free, no Antibiotic residue, and meet USDA Federal meal program nutrient standards.

**General Information:** All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of Florida. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified.

All products must conform to the provisions set forth in the Federal, State, county, and city laws for their production, handling, processing, marketing, and labeling.

**Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery.

Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the schools for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

**Ordering:** The schools prefer 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. The schools reserve the right to add, remove or delete products based on school needs. Only vendors with no minimum order requirements will be considered for award.

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

**Delivery:** The schools reserve 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 approximately 2 sites. Sites require 1-2 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 1:00 PM. Dark 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 milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the schools. Dairy must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

1. See the "Table A – Ina A Colen Academy and Delivery List".
2. No minimum delivery requirements.
3. Products must be delivered in containers that are clean and in clean vehicles. Containers shall be clean, leak free and delivered in sturdy rust-free baskets/crates.
4. Milk shall be delivered between 35° and 38° degrees Fahrenheit.

5. Milk delivered shall have a fourteen-day code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification. Any cartons that do not have a clearly identified expiration date, will be documented, disposed, and credit requested.
6. All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver. The delivery driver will be responsible for rotating milk products at each school site, moving the oldest code date to the front and restacking milk each time a delivery is made.
7. Milk crates will be stacked no higher than five crates high inside school walk-in refrigerators, where applicable.
8. It is anticipated that the delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.
9. All deliveries must be accompanied by a computerized invoice. The invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at the time of delivery for adequate inspection of product, not only for quantity, but also quality of product. The invoice will be signed only after inspection of product. The schools reserve the right to reject products delivered in error, not delivered according to specifications, of substandard quality or unusable due to code date.

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: PROPOSER PRICING SHEET**

The schools intend to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive.

Proposers must quote prices FOB Destination to the delivery location designated by the Ina A Colen Academy for all transactions. All items proposed shall comply with the U.S. Pure Food and Drug Act, Florida Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

<b><u>Product Description</u></b>	<b><u>Preferred Brand or Equal</u></b>	<b><u>Unit</u></b>	<b><u>Estimated Usage</u></b>	<b><u>Total Cost per Delivered Unit</u></b>	<b><u>Extended Cost per Line Item</u></b>
½ Pint Fat Free Chocolate Milk	Distributor's Choice	Each	56000		
½ Pint Fat Free Vanilla Milk	Distributor's Choice	Each	0		
½ Pint Fat Free Strawberry Milk	Distributor's Choice	Each	0		
½ Pint 1% White Milk	Distributor's Choice	Each	15000		
½ Pint Fat Free White Milk	Distributor's Choice	Each	0		
Lactose Free White 1% or Skim	Distributor's Choice	Quart	40		
½ Pint Milk Substitute Fat Free Vanilla	Silk	Quart	40		
4 oz Juice 100% Orange	Distributor's Choice	each	8800		
4 oz Juice 100% Apple	Distributor's Choice	each	8800		
4 oz juice 100% Grape	Distributor's Choice	each	8800		
4 oz Juice 100% Fruit Punch	Distributor's Choice	each	8800		
4 oz juice 100% Orange Pineapple	Distributor's Choice	each	8800		
4 oz Juice 100% Orange	Distributor's Choice	each	8800		
6 oz Juice 100% Apple	Distributor's Choice	each	3200		
6 oz juice 100% Orange	Distributor's Choice	each	3200		
6 oz Juice 100% Fruit Punch	Distributor's Choice	each	3200		



**SWORN STATEMENT – NEW CONTRACTS  
SWORN STATEMENT PURSUANT TO SECTION 1012.465,  
FLORIDA STATUTES AS AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF  
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Ina A Colen Academy (*hereinafter "Board" or "School Board"*)

by \_\_\_\_\_  
*(Print individual's name and title)*

for \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*

2. I, \_\_\_\_\_ am duly authorized to make this sworn statement  
*(Print individual's name and title)*

on behalf of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter "The Act" or "Act"*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "**contractual personnel**" to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a \_\_\_\_\_ (Type of entity) (eg. a charter bus company) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.
7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD INA A COLEN ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

\_\_\_\_\_ is personally known to me  OR produced identification

by showing \_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
*(Printed, typed or stamped commissioned name of Notary Public)*