



**SUBMIT PROPOSAL TO:** Ina A Colen Academy  
 C/O FOOD SERVICE DEPARTMENT  
 5080 SW 66<sup>th</sup> CT. Rd.  
 Ocala, FL 34474

[www.iacafl.org](http://www.iacafl.org)

**REQUEST FOR PROPOSAL (RFP)  
 PROPOSAL ACKNOWLEDGEMENT FORM**

**POSTING DATE:** July 17, 2023

**PROCUREMENT CONTACT:**  
 Annie Avery, Principal  
[annie\\_avery@iacafl.org](mailto:annie_avery@iacafl.org)

**PROPOSAL NUMBER AND TITLE:**

**2023-01**

**Food and Supply Purchasing Services**

**PROPOSAL DUE DATE & TIME:**

**August 1, 2023 @ 2:00 PM**

**NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.**

RESPONDENT MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR PROPOSAL TO BE CONSIDERED. The signing of this proposal form certifies acceptance of this solicitation's terms, conditions, specifications, exhibits, attachments, and addenda released hereto. This sheet and the accompanying documents constitute a firm offer from the Respondent.

**Company Name** \_\_\_\_\_ **FEIN** \_\_\_\_\_

**Address** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Fax** \_\_\_\_\_

**E-Mail** \_\_\_\_\_ **E-Verify Number** \_\_\_\_\_

**Signature of Owner or  
 Authorized Officer/Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

**Type Name of Above** \_\_\_\_\_

**NO PROPOSAL:** I hereby submit this as a "NO PROPOSAL" for the reason(s) checked below:

- Insufficient time to respond
- Could not meet Insurance requirements
- Addenda were received too late to respond
- Could not meet bonding requirements
- Could not meet specifications
- We do not offer the product or service requested
- Specifications were unclear or restrictive
- Our schedule will not permit us to respond
- Terms & Conditions were unclear or restrictive
- We do not bid directly
- Keep our company on this bid list for future bids
- Remove our company name from this bid list for future bids

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## RFP SUBMITTAL CHECKLIST

Please use this checklist to make sure you have enclosed all **Required** documents before sealing and mailing your bid. Failure to submit all may render your proposal non-responsive.

**NOTE: The list below may not be inclusive of all requirements.**

- Proposal Acknowledgement Form – Page #1 and all subsequent initialed pages.
- Attachment A – Proposal Price Form
- Attachment B – Respondent’s Statement of Experience and Qualifications
- Attachment C – References
- Attachment D – Respondent’s Statement of Principal Place of Business
- Attachment E – Conflict of Interest
- Attachment F – Drug Free Workplace Certification
- Attachment G – Debarment Certification
- Attachment H – Confidential, Proprietary, or Trade Secret Material Statement
- Attachment I – Byrd Anti-Lobbying Amendment Certification
- Proof of Insurability
- Required Licenses and Certificates
- If a Florida Corporation, a screenshot of “ACTIVE” status through [www.sunbiz.org](http://www.sunbiz.org).
- If Non-Florida Corporation, a screenshot of “ACTIVE” status from the state in which the business was formed
- All Issued Addenda (if applicable)
- All additional documentation as required under Section 4, Pages 38-41.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS:

**Contractor.** The “Contractor” shall refer to the company, individual, or organization awarded by the IACA in accordance with this solicitation. **Respondent.** The “Respondent” shall refer to that person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a bid, proposal, response, or quote for the purpose of obtaining a contract with the IACA for the provision of the services set forth herein.

**Ina A Colen Academy** may be referred to as “Board”, “School Board”, “District”, or “IACA” herein.

2. **SPECIAL NOTICE:** The General Terms and Conditions outlined herein represent the District’s standard language across all Invitation to Bid (ITB), Request for Proposal (RFP), and Request for Quote (RFQ) documents issued by the District. For the purpose of this document, all areas referenced in the General Terms and Conditions section and throughout this document to “Bid” shall be understood as “Proposal” or “Quote” where applicable to this solicitation.
3. **BID SUBMISSION:** This entire Bid document must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE.) The face of the envelope shall contain the Company Name, Company Address, Contact Person Name, Phone Number, Solicitation Number, Title, and the Date and Time of Bid opening on the outside (label provided). Bid responses not submitted on the attached Bid form shall be rejected. Submittals sent by electronic mail, facsimile machine, telephone, or any other means not specified herein shall be rejected. The Purchasing Department is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their submittal is delivered to the Purchasing Department prior to the specified due date and time indicated on the Bid Acknowledgment Form or as amended in the form of an addendum issued by the Purchasing Department. **LATE SUBMITTALS WILL BE REJECTED.**
4. **EXECUTION OF BID SUBMITTAL:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the Respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with all locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the IACA or for paying additional compensation to the Contractor. Failure to follow the instructions contained in the solicitation for completion of a Bid response is cause for rejection of a Bid submittal. Failure to do so will be at the Respondent’s risk.
- All Bid submittals must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided. On the bottom of each page, where specified, Respondent must initial and indicate the company name. Respondent must return the entire Bid document including, but not limited to, the Acknowledgment Form page one (1), all general terms, conditions, specifications, special conditions, required forms, attachments, and addenda, as a complete submittal. Failure to execute and submit an entire Bid document may result in rejection of a Bid submittal. All Bid submittals are subject to the terms, conditions, and specifications herein as released by IACA or amended by issued addendum and those submittals which do not comply shall be rejected. Any correction made by the Respondent to any entry must be initialed by the person signing the submittal. Any corrections not initialed will not be tabulated. Prior to submission or opening, errors may be crossed out, corrections entered and initialed by the person signing the submittal. No submittals shall be altered or amended after the specified time for opening.
5. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror’s authorized signature affixed to the acknowledgement page of this solicitation attests to this.
6. **VARIANCE TO BID DOCUMENTS:** For purpose of Bid evaluation, Respondents must indicate any or all variances to the Bid documents and/or specifications as stated, no matter how slight. If variations are not stated in the submittal, it

shall be construed that the Bid response submitted fully complies in every respect with the Bid documents. Submission of alternate documents, other than as included and/or requested in the current solicitation will cause your submittal to be nonresponsive.

7. **ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a Respondent's submittal, either by the Purchasing Department or the Respondent, the Respondent may have the opportunity of withdrawing their submittal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Purchasing Department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a Respondent to change any information contained in their submittal; however, in the event of a minor omission or oversight on the part of the Respondent, the Purchasing Department (or designee) may request written clarification from a Respondent in order to confirm the evaluator's interpretation of the Respondent's response and to preclude the rejection of their submittal, either in part or in whole. The Purchasing Department has the sole authority to weigh the severity of the infraction and determine its acceptability.
8. **CLARIFICATION AND ADDENDA:** No interpretation of the meaning of the solicitation or any correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. The IACA will issue responses to all inquiries and any other corrections or amendments it deems necessary in written addenda posted prior to the Bid due date online at [www.iacafi.org](http://www.iacafi.org). Respondents shall not rely on any statements other than those made in this solicitation or in any written addenda to this solicitation. Where there appears to be a conflict between the solicitation and any written addenda issued, the last addendum issued will prevail. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.  
It shall be the responsibility of the Respondent(s) to monitor [www.iacafi.org](http://www.iacafi.org) for posting of issued addenda prior to submitting a Bid response to ascertain if any addenda have been issued. Addenda shall be signed and returned with the Bid submittal. Failure to return such addenda may constitute a cause for rejection of a Bid submittal.
9. **NO-CONTACT:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and continue through and include the date the IACA makes its determination to approve or reject the final recommendation, any employee or officer of the IACA concerning any aspect of this solicitation, except in writing to the Purchasing Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejection of Respondent's submittal.
10. **INCURRING COST:** This solicitation does not commit the IACA to award a contract, nor shall the IACA be responsible for any expense incurred in the preparation and presentation of a response to this solicitation. Such expense is to be borne exclusively by the Respondent.
11. **BID OPENING:** The Bid opening shall be public, on the date and at the time specified on the Bid Acknowledgement Form or as amended in the form of an addendum issued by the Purchasing Department. Pursuant to Chapter 119 Florida Statutes, sealed bids, proposals, or replies received by the IACA as a result of this competitive solicitation are exempt from public inspection until such time as the IACA provides notice of a decision or intended decision or within thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.
12. **AWARD:** As in the best interest of the IACA may require, the IACA has the sole discretion and reserves the right to accept the Bid(s), make award(s) by individual item, group of items, and all or none or a combination thereof, to reject any or all Bid(s), to waive any minor irregularities or technicalities, to postpone or cancel this solicitation, in whole or in part, and to re-advertise with either the identical or revised specifications. Notice of cancellation will be posted electronically at [www.iacafi.org](http://www.iacafi.org).
13. **WITHDRAWING A BID:** The Bid response, as submitted by the Respondent, shall remain in effect for a period of ninety (90) days from the Bid opening. The Respondent agrees not to withdraw from competition during this ninety (90) day period to provide ample time for evaluation and acceptance by the IACA.
14. **BID TABULATIONS AND RECOMMENDATIONS:** The Purchasing Department or designee shall post notice of a decision or intended decision and tabulations electronically at [www.iacafi.org](http://www.iacafi.org). Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

15. **BID PROTESTS:** Respondents are advised that all Bid Protests must be made in accordance with the requirements of the terms and conditions of this Bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is adversely affected by the solicitation, decision or intended decision pertaining to this Bid must file with the Board, through its Purchasing Department, a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest. The 72-hour period referred to herein shall not include Saturdays, Sundays, or state holidays. All Respondents acknowledge that the IACA, as a result of the time lost and costs associated with an unsuccessful Bid protest, will suffer significant damages and losses. Any person who files an action protesting a solicitation, decision or intended decision pertaining to this Bid pursuant to Chapter 120, Florida Statutes, shall post with the Purchasing Department, at the time of filing the formal written protest, a bond in the amount equal to one percent (1%) of the total estimated contract value provided the amount shall not exceed \$5,000.00 nor be less than \$500.00.

The security may be in the form of a bank cashier's check or bank certified check payable to "Ina A Colen Academy," or in the form of a Bond naming as obligee therein "Ina A Colen Academy." The RESPONDENT, as the PRINCIPAL, shall execute each such bond therein, and by a Surety acceptable to the School Board. The Protest Bond or check shall be dated the same date as the date shown on the RESPONDENT'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-in-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

Should the protesting RESPONDENT be successful in its Bid protest, the SECURITY submitted by that RESPONDENT shall be returned to the Protesting RESPONDENT in full. Should the protesting RESPONDENT'S protest be unsuccessful, the SECURITY submitted by the protesting RESPONDENT, shall be retained by the IACA and the protesting RESPONDENT shall have no right to same or any part of same.

If the protesting RESPONDENT'S protest is unsuccessful, and the SECURITY submitted by the RESPONDENT is in the form of a protest bond, the RESPONDENT and the Surety on said protest bond shall forthwith pay over to the IACA the full monetary amount and penal sum of said protest bond and IACA shall retain such amount and sum.

In the case of a protest of another RESPONDENT'S Bid submittal, the Bid submittal being protested by the protesting RESPONDENT must be rejected by the School Board for the reasons stated in the protesting Respondent's protest in order for the protest to be considered successful.

In the case of the RESPONDENT protesting the rejection of its own Bid submittal, for the protest to be successful, the School Board must award the contract to the protesting RESPONDENT.

16. **RENEWAL:** IACA reserves the right to renew this contract or any portion thereof, upon mutual agreement, in writing.
17. **EXTENSION OF CONTRACT:** Prior to the expiration of any contract resulting from a successful Bid IACA, at its discretion, may require an extension of said contract for a period which shall not exceed the original termination date by more than ninety (90) days to allow such time for resoliciting. All prices, terms, conditions, and specifications on the last day of the contract shall remain in effect for the contract extension period. The Respondent agrees to this condition upon submission of a signed submittal. Additional extensions beyond the required ninety (90) days shall be subject to agreement in writing of both parties.
18. **ESCALATION:** Escalation provisions by the Respondent are not acceptable unless otherwise specified in this solicitation.
19. **PRICES QUOTED:** Firm prices shall be bid. Respondents shall reflect cash discounts in the unit prices quoted. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Prices are to be submitted in accordance with the quantities required, which appear in the solicitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Purchasing Department reserves the right to verify

mathematical extensions and totals, correct extensions and totals if necessary, and recommend an award based upon the overall group total.

20. **QUANTITY SPECIFIED:** IACA reserves the right to increase or decrease the quantity of any and all Bid items as it deems appropriate. The unit price shall remain as accepted at time of award. If additional quantities are not acceptable, the Price Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
21. **CONDITION OF ITEMS:** Unless otherwise specified in this solicitation, all items requested must be *new*, the latest model manufactured, first quality, carry the manufacturers or Respondent's standard warranty, and be equal to or exceed the specifications listed in the Bid. Bids on "*used, remanufactured or reconditioned*" items will not be considered unless specifically requested in the solicitation.
22. **METHOD OF ORDERING:** Orders shall be processed only upon receipt of an authorized purchase order issued by IACA. All orders will be initiated on an as-needed basis throughout the term of this Bid. Orders shall be promptly filled and delivered to the location specified on the purchase order.
23. **DELIVERY:** Prices quoted shall include FOB, freight prepaid, inside delivery to the destination unless otherwise specified in this solicitation. Unless actual delivery is specified, or if specified delivery cannot be met, Respondent shall show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions or Specifications). Delivery shall be during IACA working hours being Monday through Friday 7:00 a.m. - 2:00 p.m., excluding holidays unless otherwise specified in this solicitation.
24. **MANUFACTURER'S NAME AND APPROVAL OF EQUIVALENT:** Any manufacturer's names, trade names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Respondent may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). Note: Sometimes substitutes are not acceptable. If Bids are based on equivalent products, indicate on the Bid form the manufacturer's name and number. Respondent shall submit with their Bid submittal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid submittal will not satisfy this provision. The Respondent shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The IACA reserves the right to determine acceptance of item(s) as an approved equivalent. Bid submittals that do not comply with these requirements are subject to rejection. Bid submittals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with specifications as listed on the Bid form.
25. **WARRANTY:** All equipment and/or services purchased/rendered shall be in accordance with the specifications herein, be guaranteed to be free from defects in workmanship and/or materials, and carry the manufacturers or vendor's standard warranty, unless otherwise specified in this solicitation.
26. **ITEM SUBSTITUTIONS/DISCONTINUATIONS:** Under no circumstances may a Contractor substitute a different product for any item awarded from this Bid, without prior approval. In the event an awarded item is discontinued by the manufacturer during the term of this Bid, the Contractor shall provide an acceptable substitute item at the same Bid price or risk being found in default. The Contractor must file a written request with the Purchasing Department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete specifications for the proposed substitute item, and a sample, if requested.
27. **DAMAGED ITEMS:** In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked; the item(s) must be replaced by the Contractor at no cost to the IACA.
28. **VARIANCE IN CONDITION:** Any and all Special Conditions and Specifications attached hereto which vary from these General Conditions shall have precedence. Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms & Conditions.

29. **BID/PERFORMANCE BONDS:** When a bid or performance bond is required, details of those requirements will be indicated under Special Conditions.
30. **PURCHASES BY OTHER PUBLIC AGENCIES/PIGGYBACK (FAC-6A-1.012(6)):** With the consent and agreement of the awarded Contractor, purchases may be made under this solicitation and any resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.
31. **USE OF OTHER CONTRACTS/NON-EXCLUSIVITY:** IACA reserves the right to utilize any other contract, including, but not limited to any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, federal agencies, cooperative agreements per Rule 6A-1.012, Florida Administrative Code, in lieu of any offer received, or award made as a result of this solicitation, if it is in the best interest of the IACA to do so. IACA also reserves the right to bid separately or to purchase any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of IACA, at any time during this agreement term.
32. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement and any amounts to be paid, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by IACA.
33. **FLORIDA STATE CONTRACT, "SNAPS" AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:** If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this Bid, the Respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Purchasing Department reserves the right to reject all bids and purchase from State Contracts, SNAPS Agreements, or FDOE Contracts if to do so represent the best interests of the IACA.
34. **TAXES:** Purchases are exempt from ALL Federal Excise and State Sales Tax.
35. **INVOICING AND PAYMENT FROM PURCHASE ORDERS:** IACA will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act., after the items awarded to a Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment terms are Net 45 days after receipt of an acceptable invoice. All invoices must bear the purchase order number. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and all correspondence. The Contractor will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices shall be mailed directly to: Accounts Payable, 5080 SW 66<sup>th</sup> Ct. Rd. Ocala, FL 34474, or email address as dictated at a future date. A separate invoice must be received for each purchase order number.
36. **LAWS AND REGULATIONS:** The Respondent shall be responsible to know and apply all applicable federal, state, county, and local laws, and all ordinances, rules, and regulations that in any manner affect the items covered herein. All applicable federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this solicitation and shall govern all claims and disputes which may arise between the Respondents submitting a response to this solicitation and IACA by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility.
37. **INSURANCE, LICENSES, AND PERMITS:** The Contractor shall obtain and pay for all necessary insurance, licenses, and related documents required to comply with the solicitation specifications and maintain same in full force and effect during the term of this contract. Contractor shall also be responsible for obtaining all necessary building permits to be



issued and paid for by IACA, unless other specified in this solicitation. The Contractor shall save and hold harmless the IACA as a result of any infraction of the aforementioned.

40. **PATENTS, COPYRIGHTS, AND ROYALTIES:** The Contractor, without exception, shall indemnify, defend, and hold harmless Ina A Colen Academy, and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the IACA. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
41. **MARKETING/ADVERTISING:** By submitting or being awarded this solicitation, Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using IACA's name, logos, etc. without written approval of the IACA.
42. **FORCE MAJEURE:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

43. **CONTRACTOR PERFORMANCE:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist IACA to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future business with IACA.
44. **TERMINATION / CANCELLATION OF CONTRACT:** IACA reserves the right to cancel the contract, or any part herein, without cause or penalty. IACA will notify the Contractor of the intent to terminate, in writing, a minimum thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement.
45. **TERMINATION FOR CAUSE AND CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the IACA shall determine that such termination is in the best interest of the District. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the IACA shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

A Vendor Performance Report will be issued by the District's Contract Administrator, or designee, to document any unsatisfactory performance by the Contractor including deficiencies or default in the performance of its duties under the awarded contract for any violations to any provisions and/or failure to perform their obligations under this contract in a manner satisfactory to the IACA as per contract specifications. Contractor shall have ten (10) days to correct any and all deficiencies. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default and a recommendation shall be made to the School Board for immediate cancellation, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the IACA's sole discretion whether to exercise the right to terminate.

Failure of the Contractor shall give the IACA the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the IACA or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for

the provision of such goods and/or service (Title 32, Section (80.36(i)(1)). Upon cancellation, hereunder the IACA may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. If said contract should be terminated for cause or convenience as provided herein, the IACA shall be relieved of all obligations under said contract. The IACA shall only be required to pay to the awarded Contractor that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. Termination for cause includes terminations under 287.135, F.S. Contractor shall not be found in default for events as defined under Force Majeure. If a contract is terminated for cause or convenience, the IACA may either resolicit or award the next lowest, most responsive, and responsible Respondent if deemed to be in its best interest.

46. **LIQUIDATED DAMAGES:** Time is an essential element of all contracts and is important that the work be vigorously prosecuted until completion/delivery. The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor has been found to be in default of the contract, or any material provision thereof, or fails to remedy any deficiency in performance, IACA may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due shall lose eligibility to transact business with the IACA for a period of one (1) year after the default date. Thereafter, the Contractor may request to be placed back on the Active Vendor List.
47. **BANKRUPTCY/INSOLVENCY:** At the time of Bid submission, Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, IACA may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.
48. **GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Marion County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Ocala Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
49. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
50. **RECORDS RETENTION (34 CFR 80.36(i)(11)):** All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the IACA makes final payments and all other pending matters are closed.
51. **FERPA:** To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold IACA harmless for any violation of this provision including, but not limited to, defending IACA and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon IACA, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon IACA arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or

representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.

52. **NON-COLLUSION:** The Respondent, by affixing its signature to this Bid submittal, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
53. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** All material submitted becomes the property of the IACA. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Respondent must also simultaneously provide the IACA with a separate redacted copy of its response. The redacted copy shall contain the IACA solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to IACA at the same time the Respondent submits its response to the solicitation and may only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. In compliance with 119.07(1)(e), Florida Statutes, Respondent must "state the basis for the exemption" that they "contend is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify IACA for any and all claims from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The IACA will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Respondent.

If the Respondent fails to submit a Redacted Copy with its response, IACA is authorized to produce the entire documents, data or records submitted by the Respondent in response to a public records request for these records.

54. **PUBLIC ENTITY CRIME:** Per the provisions of § 287.133 (2) (a), Fla. Stat. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stat., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."
55. **HOLD HARMLESS AGREEMENT:** During the term of this agreement the Contractor shall indemnify, hold harmless, and defend the IACA its agents, servants and employees from any and all cost and expenses, including but not limited to attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servant and employees, may pay or become obligated to pay on account of any, all or every claim or demand, or assertion of liability, or any claim or actions founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, his agents, servants or employees, or any of his equipment when such person or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization whether employed by the Contractor or the Board or otherwise.
56. **OSHA:** The Respondent certifies that all material, equipment, etc., contained in in the Bid submittal meets all Occupational Safety Hazards Act (OSHA) requirements. The Respondent further certifies that, if they are the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all cost necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Respondent. Failure of the Respondent to bring any and all material, equipment, etc., contained in a particular Bid submittal, inconformity with all OSHA requirements, shall constitute default under this agreement.

57. **ASBESTOS STATEMENT:** All material supplied to the IACA under this Bid must be 100 percent asbestos free unless otherwise specified. Respondent, by virtue of submitting a response to this Bid, certifies by signing Bid submittal that if

awarded any portion of this Bid, will supply only material or equipment that is 100 percent asbestos free. No Bid submittal will be considered unless this is agreed to by the Respondent.

58. **SAFETY DATA SHEETS (SDS):** The Respondent(s) must submit a Safety Data Sheet (SDS) with the Bid submittal for all hazardous materials and chemicals or within forty-eight hours upon request from the IACA. Failure to submit the required SDS may be cause for rejection of the Bid submittal. The SDS shall also be provided with each shipment of each hazardous materials and/or chemical. This information must be provided in compliance with Florida’s Right-To-Know law.
59. **FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the IACA. The IACA shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement.
60. **ANTI-DISCRIMINATION:** IACA does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the bases of race, color, religion, gender, pregnancy, national origin, age, disability, marital status, or any other reason prohibited by law.
61. **BIDDING PREFERENCE LAWS:** When tabulating responses for purchases of personal property, if the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the Respondent’s principal place of business is located provides a preference, a preference equal to that granted in the Respondent’s home state will be granted to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida. When tabulating responses for purchase of personal property, if the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the vendor’s principal place of business is located does not provide a preference, a preference of 5% will be granted to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida.

Respondents whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, submit a written opinion as required by § 287.084 (2), Fla. Stat., and must submit this opinion with the submitted Bid. Such opinion should permit IACA’s reliance on such attorney’s opinion for purposes of complying with § 287.084 (2), Fla. Stat. Failure to submit the written opinion with the Bid submittal shall result in submittal being considered “non-responsive” and the submittal be rejected.

62. **FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENT:** All Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered Respondents must have an active status in order to be eligible to do business with IACA. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit [www.Sunbiz.org](http://www.Sunbiz.org).

For non-Florida businesses, submit documentation from the state in which the business was formed, including their state’s document number and a screen shot of their “active” status.

63. **STATE TERM CONTRACTS:** The IACA hereby notifies interested parties that the purchasing agreements and state term contracts available under Section 287.056, Florida Statute, of the Department of Management Services have been reviewed for the subject of this solicitation.
64. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135, Florida Statutes, “A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to 215.473, Florida Statutes, or 2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida Law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, created pursuant to Section 215.473, Florida Statutes, and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The IACA may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida Law are found to have submitted a false certification or any of the following occur with respect to the company or related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or is found to have engaged in business operations with Cuba or Syria. Notwithstanding the preceding, the IACA reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the IACA determine that the conditions set for in Section 287.135(4), Florida Statutes, are met.

65. **PROHIBITION OF GRATUITIES:** By submission of a Bid, Respondent certifies that no employee of IACA has or shall benefit financially or materially from such Bid or subsequent contract. Any contract issued as a result of this solicitation 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.
66. **SCHOOL SECURITY:** Contractor acknowledges and understands that the goods/services contemplated by this Contract are delivered to or performed on public property owned by the IACA, which property may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Contractor agrees to the following provisions and agrees that the failure of Contractor to comply with any of these provisions may result in the termination of this contract by IACA:
- a. **Unauthorized Aliens:** IACA considers the employment of unauthorized aliens by the Contractor, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Contractor shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Contractor shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
  - b. **Possession of Firearms:** Possession of firearms will not be tolerated on IACA property. No person who has a firearm in their vehicle may park their vehicle on IACA property. Furthermore, no person may possess or bring a firearm on School property. If any employee/independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on to IACA property, said employee/independent contractor shall be immediately removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the IACA may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
  - c. **Criminal Acts:** Employment on the project by the Contractor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project

site, the Contractor agrees to take all steps necessary to remove such person from the project and the property. IACA shall have the right to terminate this Agreement if the Contractor does not comply with this provision.

- d. **Possession/Use/Under the Influence of Mind-Altering Substances:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on IACA property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on IACA property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor agreement with the sub-contractor for the project shall be terminated. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the IACA may terminate this Agreement.
- e. **Contact with Students:** No construction worker, material men, supplier, or anyone involved in any manner shall have direct or indirect contact with students at the school property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from the IACA. Contractor shall be responsible for ensuring compliance by all subcontractors or other persons involved in any manner with this construction project.
- f. **Compliance with the Jessica Lunsford Act:** The State of Florida enacted legislation in September 2005 known as The Jessica Lunsford Act. The law requires that all persons or entities entering into contracts with the IACA who may have personnel who will be at a school facility when students are present, have direct contact with students, or have access to or control of school funds comply with the Level 2 screening requirements of the statute. The required Level 2 screening includes fingerprinting, which must be conducted by the Purchasing Department of the IACA located at 5080 SW 66<sup>th</sup> Ct. Rd. Ocala, FL 34474 or other school district included in the Florida Shared School Results database. There will be a cost for each individual processed, which must be paid at the time of processing by the Contractor. The cost may be adjusted annually. Any individual who fails to meet the screening requirements shall not be allowed on school grounds when students are present, shall not have direct contact with students, and shall not have control over school funds. Failure to comply with the screening requirements will be considered a material default of this agreement. Approved Vendors/Contractors will be issued a Ina A Colen Academy Approved Vendor Badge before being permitted on school grounds.

To schedule a fingerprinting appointment, contact Ina A Colen Academy, Annie Avery at 352-304-6787 or email at [annie\\_avery@iacfl.org](mailto:annie_avery@iacfl.org). Additional information and fingerprint data request forms may be obtained on the IACA's website at [www.iacfl.org](http://www.iacfl.org).

67. **DATA CONFIDENTIALITY:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to IACA, or an individual identified with the data or information in Contractor's custody.
68. **RIGHTS TO DATA:** IACA is and will remain the owner of all data provided to Contractor by the IACA pursuant to this Contract. Contractor will not use such data for any purpose other than providing services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data.
69. **NON-DISCLOSURE:** Each party is permitted to disclose the other party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.
70. **DATA TERMINATION:** Contractor agrees that any and all transmission or exchange of system application data with IACA and/or any other parties shall take place via secure means using current industry approved encryption standards.
71. **DATA SECURITY:** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as

designated by a relevant authority (e.g., Microsoft notifications, etc.). In situations where the Contractor will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a SOC 2 Type II report shall be made available upon request by IACA.

72. **DATA STORAGE AND BACKUP:** The Contractor agrees that any and all IACA data will be stored, processed, and maintained solely on designated servers and that no IACA data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an IACA officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the IACA Chief Information Security Officer for any general or specific case. Contractor agrees to store all IACA backup data stored as part of its backup and recovery processes in encrypted form.
73. **END OF AGREEMENT DATA HANDLING:** Contractor agrees that upon termination of this Agreement, or future agreement between the parties for similar services and upon request from IACA, it shall return to IACA all data provided by to IACA in a useable electronic form, and erase, destroy, and render unreadable all IACA data in its entirety in accordance with DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of IACA, whichever shall come first.
74. **DATA BREACH:** Contractor agrees to comply with the State of Florida Database Breach Notification Act set forth in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), Contractor will notify IACA immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals in accordance with applicable law. Contractor agrees to indemnify, hold harmless and defend IACA and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
75. **MANDATORY DISCLOSURE OF CONFIDENTIAL INFORMATION:** If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.
76. **REMEDIES FOR DISCLOSURE OF CONFIDENTIAL INFORMATION:** Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
77. **SAFEKEEPING AND SECURITY:** As part of the services provided under this contract, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by IACA to Contractor's employees, agents, or subcontractors, if any. Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of Contractor's personnel to have access to any IACA facility, records, or data of IACA if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above.



Contractor shall assure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of IACA.

78. **REQUEST FOR ADDITIONAL PROTECTION:** From time to time, IACA may reasonably request that Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. Contractor shall not unreasonably decline IACA request.
79. **NOTICE:** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this solicitation as its place for receiving notice, and IACA designates the following address for such notice:

**Ina A Colen Academy**  
Attention: Food Service Department  
5080 SW 66<sup>th</sup> Ct. Rd. Ocala, FL 34474  
Telephone: (352) 304-6787  
Email: [annie\\_avery@iacaf.org](mailto:annie_avery@iacaf.org)

80. **CONDITIONS FOR EMERGENCY / HURRICANE DISASTER:** It is hereby made a part of this Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the IACA, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the IACA. Vendor/Contractor agrees to rent/sell/lease all goods and services to the IACA, or other government entity as opposed to a private citizen, on a first priority basis. The IACA expects to pay a fair and reasonable price for all products in the event of a disaster, emergency, or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.
81. **DEBARMENT AND SUSPENSION:** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed as excluded or suspended parties on the System for Award Management (SAM) issued by the General Services Administration (GSA).
82. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility, and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110(ED80-0013).
- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - b. 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 Bid.
83. **FEDERAL DRUG FREE WORKPLACE:** Contractor agrees to comply with the drug-free workplace requirements of federal contractors pursuant to 41 U.S.C.A. § 8102.
84. **E-VERIFY:** Every contractor and subcontractor desiring to enter into a contract with the IACA shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- a. Contractor must provide evidence of compliance with Executive Order 11-116, and Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.



- b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c. Contractor shall provide a copy of sub-contractor affidavit to the IACA upon receipt and shall maintain a copy for the duration of the Agreement.
- d. Failure to comply with this provision is a material breach of an Agreement, and IACA may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with IACA securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- e. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.

85. **FEDERAL FUNDING:** Federal Funding Contract Provisions/Clauses (200.326) apply to all contracts using Federal Funds as a source for the purchase of goods and services. The Respondent(s) awarded must not take exception to any part of these regulations. These provisions are covered under the Federal Award Provisions section of this solicitation. Any purchase made under this awarded contract, using Federal funds, may require additional certification forms completed and signed by the awarded Respondent(s). Purchase Order(s) will not be issued until/unless all required forms are received by the District and all Federal provisions have been met (as applicable).

86. **PUBLIC RECORDS:**

**PUBLIC RECORDS NOTICE**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE PRINCIPAL AT EMAIL: [annie\\_avery@iacafll.org](mailto:annie_avery@iacafll.org) TELEPHONE: 352-304-6787; ADDRESS: 5080 SW 66<sup>th</sup> Ct. Rd. Ocala, FL 34474.

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the IACA to perform the service.
- b. Upon request from the IACA's custodian of public records, provide the IACA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the IACA.
- d. Upon completion of the contact, transfer, at no cost, to the IACA all public records in possession of Contractor or keep and maintain public records required by the IACA to perform the service. If Contractor transfers all public records to the IACA upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the IACA, upon request of the IACA's custodian of public records, in a format that is compatible with the information technology systems of the IACA.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the IACA.

## FEDERAL AWARD PROVISIONS:

### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO 2 CFR PART 200)

All contracts made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

1. **EQUAL EMPLOYEENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their Contractors or sub grantees).
2. **DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to construction contracts in excess of \$2,000 awarded by the district and sub grantees when required by Federal grant program legislation).
3. **COPELAND "ANTI-KICKBACK "ACT" (34 CFR 80.36(i)(4))**: All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair).
4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
5. **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 sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and sub grants of amounts in excess of \$150,000).
7. **BYRD ANTI-LOBBYING AMENDMENT**: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Applicable to contracts greater than or equal to \$100,000).
8. **PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the time exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. **DEBARMENT AND SUSPENSION:** Debarment and suspension are addressed under General Terms and Conditions, paragraphs 81 and 82.
10. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT:** Remedies for violation or breach of contract are addressed under General Terms and Conditions, paragraph 45.
11. **TERMINATION FOR CAUSE AND CONVENIENCE:** Termination for cause and for convenience are addressed under General Terms and Conditions, paragraph 45.
12. **THE CIVIL RIGHTS STATEMENT REQUIRED BY USDA:**

The [Vendor/FSMC/Contractor/whatever is appropriate] hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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).

## FEDERAL AWARD PROVISIONS:

### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS – USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the United States Department of Agriculture (“USDA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

1. **RECORDS RETENTION** (34 CFR 80.36(i)(11)): Provisions for records retention are addressed under General Terms and Conditions, paragraph 50.
2. **CIVIL RIGHTS:** The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113- 1, Civil Rights Compliance and Enforcement— Nutrition Programs and Activities, and any additions or amendments.
3. **BUY AMERICAN** (7 CFR PART 210.21 (d)): Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1988(Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA 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” mean that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meal programs.  
Before supplying any non-domestic products, successful Respondent must request approval for exceptions to the Buy American Provision by providing the following documentation to the IACA: Written request for consideration on the use of a domestic alternative when competition reveals the cost of domestic is significantly higher than non-domestic food and; Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.
4. **ENERGY EFFICIENCY / CONSERVATION** (42 U.S.C. 6201): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
5. **DISCOUNTS, REBATES & CREDITS** (7 CFR Part 210.21 (f)(i)): The awarded Respondent shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the company received a discount, rebate, allowance, or incentive from any supplier, the company must disclose and return to the IACA the full amount of the discount or applicable credit that is received based on the purchase made on behalf of the IACA.

## FEDERAL AWARD PROVISIONS:

### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the Federal Emergency Management Agency ("FEMA") when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

1. **ACCESS TO RECORDS** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the IACA, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific Bid for the purpose of making audit, examination, excerpts, and transcriptions.  
To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination.
2. **DHS SEAL, LOGO, AND FLAGS:** The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
3. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
4. **NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
5. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals from qualified Respondents for Ina A Colen Academy, (hereinafter referred to as “IACA”) for the purchase of food and food service-related supplies to service the National School Lunch Program, School Breakfast Program, After School Snack Program, and Supper Program.

The IACA desires to establish a contract with a Group Purchasing Organization (“GPO”) to provide and deliver all types of food and food related products and supplies that meet the current United States Department of Agriculture (“USDA”) standards in the following, but not limited, categories: Meat, Dairy, Whole Grain Rich Bread and Grains, Snacks, Paper Goods, and Cleaning Supplies, for delivery to approximately eight (8) district locations on a regular basis and to secure firm fixed fees for the contract period as specified herein for the Ina A Colen Academy, School Food Authority. Services awarded under this contract are to begin August 1, 2023.

Group Purchasing Organizations, Buying Organizations, and Third-Party Vendors, collectively referred to as GPOs, often include CNP and Non-Program Operators. GPOs could be private for-profit or nonprofit entities. A GPO is typically structured in a way that may include a membership fee paid by member users, who are then granted access to the GPO price list of products and services. Although participating in these types of agreements can offer greater economy and efficiency for procurement or use of common or shared goods or services (2 CFR 200.318(e)), IACA participating in these agreements must still conduct competitive procurement in accordance with 2 CFR Part 200.318–326 and applicable program regulations and guidance.

## SECTION 2 – SCOPE OF WORK/SERVICE

1. **DESCRIPTION:** The IACA is seeking a Group Purchasing Organization (GPO) or other procuring agent to provide an extensive purchasing program with manufacturers or suppliers to obtain food and food related products and supplies as listed in Exhibit C for the IACA’s cafeteria.
2. **MINIMUM QUALIFICATIONS / ELIGIBILITY REQUIREMENTS:**  
In order to be considered for evaluation, Respondent must meet the minimum requirements stated herein. Any Respondent that fails to meet all of the following minimum criteria shall be deemed as “non-responsive” and will not be evaluated/scored.
  - A. Respondent shall have a minimum of five (5) years of experience as a GPO, or other procuring agent, meeting the specifications herein and successfully providing a food and food related products distribution program to K-12 educational accounts/public schools systems under the same legal entity name within the State of Florida, as verified by [www.sunbiz.org](http://www.sunbiz.org), prior to proposal opening.
  - B. Respondent shall have and maintain all applicable State Licenses, Business Tax Receipt, Certification, Training, etc. necessary to perform the services of this Contract. Respondent shall provide copies of all applicable documents with proposal.
  - C. Respondent shall have sufficient financial support, tools, equipment, and organization to ensure that they can satisfactorily execute the service if awarded the contract under the terms, conditions, and specifications stated herein.
  - D. Respondent shall provide all required documentation and complete the enclosed forms that the IACA may use to evaluate the Respondents’ capabilities to perform the work as specified. Respondent must provide a minimum of three (3) references, within the last five (5) years, from other Florida School Districts or a combination of schools and most comparable municipals references.
  - E. Respondent shall provide evidence of required insurance coverage or proof of insurance in the amounts specified with their proposal.

3. **SPECIFICATIONS:**A. **GROUP PURCHASING ORGANIZATION (GPO) SHALL PROVIDE:**

- 1) Complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
- 2) Separation of manufacturer from distributor agreements. IACA reserves the right to select distribution provider.
- 3) Ability to perform distributor contract price audits. Audits should check all pricing mechanisms, including firm priced and fixed fee items.
- 4) All competitive bid documentation of bid pricing performed on behalf of IACA must be available upon request.
- 5) Support for advising and assisting IACA in evaluating existing purchases and making recommendations for alternative products which meet the purpose, nutritional requirements, and quality objectives.
- 6) Ability for IACA to negotiate with the manufacturer/supplier community and implement direct supplier agreements for the benefit of IACA.
- 7) Provide market intelligence including market conditions, product recalls, product availability and other pertinent information for nutritional purchases.
- 8) Purchasing services must meet or exceed all Federal, State, Local and IACA procurement guidelines, policies, regulations, and laws for all Child Nutrition Programs.
- 9) The services provided shall be operated and maintained as a benefit to the IACA students, faculty, and staff.
- 10) The services provided shall be managed to promote maximum participation in the Child Nutrition Programs.
- 11) Provide services to each site as specified in Exhibit A.
- 12) The IACA may add or remove sites and/or meal periods for existing programs (Exhibit A) at any time during the contract period and subsequent renewals unless the addition or removal creates a material or substantive contract change.
- 13) The IACA reserves the right to maintain, add and/or remove present food and beverage vending machines in its facilities.
- 14) The GPO shall be an independent contractor and not an employee of the IACA. The employees of the GPO shall be considered solely employees of the GPO and shall not be considered employees or agents of the IACA in any way.
- 15) The GPO shall conduct the provided services to ensure compliance with the rules, policies and statutes of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.
- 16) The IACA reserves the right to maintain, add and/or remove products listed on Exhibit C.

B. **SCHOOL FOOD AUTHORITY RESPONSIBILITIES:**

- 1) The IACA shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.
- 2) The IACA shall ensure that the food service operation is in conformance with its Child Nutrition Programs Agreement and the Eligibility Manual for School Meals Determining and Verifying Eligibility.
- 3) The IACA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4) The IACA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and USDA.
- 5) The IACA shall inform the GPO of any adjustments to menus/expected usage and monitor implementation of adjustments.

- 6) The IACA shall be responsible for resolution of program reviews and audit findings.

**C. GROUP PURCHASING ORGANIZATION (GPO) RESPONSIBILITIES:**

- 1) Provide procurement services that meet all Federal and State guidelines for food and food related products listed in Exhibit C. Ability to integrate with IACA ordering method or if unavailable provide an acceptable electronic method of purchasing, keeping track of orders, rebates, deliveries, invoices, and quarterly reports.
- 2) Provide methods of purchasing items which pricing may change daily or weekly. GPO must have the ability to adjust pricing of items properly procured in Exhibit C, including fresh produce and other items that price will regularly fluctuate. GPO must have a mechanism in place for these items.
- 3) Provide fee structure for services.
- 4) Provide competitively bid contracts, pricing and information, catalogues, search information, technical information, and any contract extensions/renewals, etc.
- 5) Provide staff to assist IACA as needed.
- 6) Provide the capabilities to procure distribution of USDA processed foods, if requested.
- 7) Provide copies of all procurement documents.
- 8) Provide input and evaluation of food items, supplies and materials bid/proposal responses prior to award.
- 9) Provide information of any nutritional facts, Child Nutrition ("CN") label or bid specification sheet as per request.
- 10) Rebates, Discounts, and Credits: Any such rebates, discounts and credits must accrue to the benefit of the IACA. Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value, or other direct or indirect remuneration from manufactures/vendors or other persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the IACA's nonprofit food service account. In addition, GPO will refund IACA for any overpayment. All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the IACA s nonprofit food service account.

**CI. PURCHASE/BUY AMERICAN:**

- 1) The GPO shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.
- 2) The GPO may not substitute commercially-purchased foods for USDA ground beef, ground pork and processed end products received (if applicable).
- 3) The GPO may substitute commercially-purchased foods for all other USDA Food received. 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 by IACA (if applicable).
- 4) The IACA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by IACA (if applicable).
- 5) The GPO may be required to certify the percentage of United States content in the products supplied to IACA.
- 6) The IACA reserves the right to review GPO purchase records to ensure compliance with the Buy American provision in 7 C.F.R. sections 210.21 and 250.23.
- 7) The GPO shall provide nutrition facts label and any other documentation requested by the IACA to ensure compliance with United States content requirements.
- 8) Products provided in Exhibit C must be "approved brands or equal". The brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the IACA.



**E. EMPLOYEES:**

- 1) The GPO shall comply with all wage and hours of employment regulations of Federal and State laws.
- 2) The GPO shall pay all GPO employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 3) The GPO shall instruct its employees to abide by the policies, rules, and regulations with respect to use of IACA premises as established by the IACA and furnished in writing to the GPO.
- 4) The GPO shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all GPO employees and anyone contracted on the GPO's behalf, assigned to the IACA if entering IACA sites per the Jessica Lunsford Act and in accordance with Page 14 of 59, Paragraph f, of this solicitation.

**F. RECORD KEEPING:**

- 1) The GPO shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state, or local laws and regulations that govern the IACA regarding record keeping and records retention.
- 2) All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the IACA, the FDACS, the USDA and the Auditor General and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

**G. SPECIAL CONDITIONS; AS APPLICABLE:**

- 1) The GPO or Designated Distributor shall assume the following responsibilities:
  - Stores and delivers USDA Foods in accordance with RA (Recipient Agency) bids or Processor agreements.
  - Maintains tracking system for all USDA Foods received, stored and delivered.
  - As required, maintains system to monitor RA USDA Foods inventory at Processors to ensure accurate VPT (value pass through) crediting.
  - Follows recall procedures established by USDA.
- 2) VPT credit issued by the GPO to the IACA for USDA Foods received during each contract term shall be recorded on the weekly bill/invoice and shall be clearly identified and labeled.
- 3) The current value of USDA Foods is based on the information in the POINT (Planning, Ordering, Inventory Management, and Nutrition Analysis) system for IACA. The reports including the information regarding value are the Requisition and Requisition Status Reports. If not listed, the current market value of USDA Foods will be set by FDACS.
- 4) Any USDA Foods received for use by the IACA and made available to the GPO shall be utilized with the specified Term of this Contract.
- 5) The GPO shall accept requests for items processed with USDA Foods and make available to the IACA, in fore-casted quantities, to ensure the IACA has the opportunity to use the USDA Foods.
- 6) In the event a product processed with USDA Foods is not available, a commercially purchased food item of the same generic identity, of U.S. origin, and of equal or better quality than the original product as determined by IACA shall be substituted.
- 7) The IACA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).
- 8) At the end of each contract term and upon expiration or termination of the contract, a reconciliation shall be conducted by the IACA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the GPO during each contract term for use in the IACA food service.

- 9) The IACA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.
- 10) The IACA reserves the right to conduct commodity credit audits throughout each contract term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.
- 11) The GPO must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the IACA and shall credit the IACA either monthly or through a fiscal year-end reconciliation.
- 12) If the GPO acts as an intermediary between a processor and the IACA, the GPO shall credit the IACA the current market value of the USDA Foods contained in the processed end products unless the processor is providing such credit to the IACA.
- 13) Such credit shall be issued to the IACA on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 14) The GPO shall not enter into any processing agreements with a processor as required in subpart C of 7 C.F.R. Part 250. The GPO shall also not enter into any subcontracts for further processing of USDA Foods.
- 15) The GPO shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods.
- 16) The GPO must submit to the IACA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 17) The IACA, the FDACS, the Auditor General, and the USDA, or their duly authorized representatives, may perform on-site reviews of the GPO's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.
- 18) The IACA shall retain title to all USDA Foods provided to the GPO for use in the IACA food service.
- 19) USDA donated foods or processed end products containing USDA donated foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

#### H. FEES:

- 1) The GPO shall competitively bid all contracts with vendors and secure the best pricing. In the event pricing will need to increase, the GPO will review all requests for price escalation as outlined below in paragraph (2) and determine if the price increase is acceptable before presenting these increases to the IACA.
- 2) Requests for fee escalation must be in writing, submitted with a minimum of 30 days' notice, and include documentation of baseline cost and escalated cost. The GPO will review the appropriate data to determine if the increase is acceptable. Increases, if granted, shall be in increments of full cents per carton only and shall be based on the month Producer Price Indexes published by the Bureau of Statistics, U.S. Department of Labor (<https://data.bls.gov/cgi-bin/srgate>). Calculations shall be according to the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Increases, title Escalation and Producer Price Indexes, A Guide for Contracting Parties, using the latest available version of the Producer Price Index data published. If the Department of Labor should discontinue the above indexes, then an index will be selected that is mutually agreeable to both parties. If no agreement can be reached, then the contract will terminate at the end of its current term.

#### I. INVOICES:

- 1) All invoices shall include a unique invoice number. Invoice numbers shall not be reused or duplicated during the contract term and any subsequent renewals.
- 2) All orders shall be accompanied by an itemized invoice, including the Distributor name, account number, product name, unit cost, pack size, amount ordered, amount delivered, extension, total cases delivered, and total charges. All substitutions and shortages should be noted on the invoice. All invoices shall clearly include commodity discount on all commodity processed items, if applicable. One copy is for the manager and one copy for the vendor.

- 3) Food and non-food items shall be invoiced separately at the request of IACA.

**J. PAYMENTS:**

- 1) Per Florida Statute §218.73, payment terms are Net 45 days. The 45-day timeframe begins when IACA receives a completed and correct invoice. When invoices are returned due to an error, the 45-day time frame for payment resets the day IACA receives the corrected invoice.
- 2) Purchase Orders, PCards, and/or online automatic payment systems (if available/applicable) may be used to facilitate payment. The awarded distributor of this contract must be able to accept Purchase Orders, PCard orders, and/or work with automatic payment systems.
- 3) In accordance with Federal requirements 7 C.F.R. 210.21 Procurement, the school food authority (IACA) must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:
  - Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
  - The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
  - The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
  - The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
  - The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
  - The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
  - The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
  - Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

**K. FUEL SURCHARGES:**

The IACA reserves the right to consider rejecting any proposals with clauses that allow vendors to add a fuel surcharge during periods of volatility in the petroleum market. The decision to accept or reject such proposals will be at the sole discretion of the IACA.

**L. ORDERING:**

- 1) The Distributor shall provide a full-service, online, secure web-based, direct order entry system, based on a specified order guide/shopping list, at no charge to the IACA. As upgrades to the Distributor's existing online order entry system happen during the contract period, the upgraded system must be made available to the IACA at no additional charge.
- 2) The online order system must have secure password-protected accounts with user-friendly search capabilities

by category, product description, product number, brand, or manufacturer number. Users must also have the

ability to print an order confirmation once an order is transmitted that displays any out-of-stock items or other problems with the order.

- 3) The IACA must be able to input orders until 48 hours prior to the day the orders are to be delivered. The IACA shall be able to add to an existing order until 24 hours prior to the day the order is to be delivered or cut from an existing order until 48 hours prior to the day the order is to be delivered.
- 4) A back-up manual call or fax-in system shall be established for when internet access or the on-line direct order entry system is unavailable.
- 5) Distributor will share with IACA their plan to achieve a corrected invoice at the school upon receipt of delivery.

**M. EMERGENCY AND SPECIAL ORDERS:**

- 1) **EMERGENCY ORDERS:** In an emergency situation, the IACA may request early deliveries (i.e., first off the truck) to get needed products into operation first thing in the morning; or extra deliveries if needed, in addition to the normal delivery schedule. These deliveries shall be coordinated with the Distributor. There shall be no additional charge for any extra deliveries or those made outside the normal delivery schedule.
- 2) Emergency Deliveries may be required and are defined as phone in, or e-mail orders placed by a IACA Food and Nutrition Services designee. These orders may be placed due to theft, food spoilage, emergency changes, etc.
- 3) Will Call orders may be necessary and are defined as product ordered and picked up by the school center at the Distributor Services location as needs dictate. Orders will be for emergencies only and approved by the IACA Food and Nutrition Services and placed via email.
- 4) **SPECIAL ORDERS:** Special Purchase Deliveries are defined as phone in, or e-mail orders placed by the IACA's Food and Nutrition Services for special menus, functions, field trips, etc. All special purchases (any item(s) not awarded on a contract) must be approved through IACA's Food and Nutrition Services prior to delivery except catering orders. A designated catering team member will coordinate all catering orders directly with the distributor. Only purchased food is allowed to be ordered.

**MI. SUBSTITUTIONS/SHORTAGES:**

- 1) The Distributor shall accommodate all orders. To assure provision of service excellence to our customers, the Distributor shall provide all products as selected by the IACA at a fill rate of no less than 96%. Approved substitutions will be calculated as shortages. The IACA shall work closely with the Distributor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.
- 2) The Distributor will have a designated contact for weekly monitoring of substitutions and/or shortages. The Distributor may not change from one approved product to another without written approval from the IACA's Food and Nutrition Services during the course of the contract period. If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to the Director of School Support Services. Letters from brokers or distributors are not acceptable in lieu of a manufacturer's letter. The decision on substitutions will be made by the IACA, based on cost, intended use for the menu, and customer acceptance.
- 3) Product substitutions shall be equal to, or of better quality, than the product originally ordered. If a substitution is made costing more than the ordered product, the substituted product shall be sold to the IACA at the same price as the originally ordered product. If a substitution is made costing less than the originally ordered product, the substituted product shall be sold to the IACA at the lower cost, with the normal fixed delivery fee markup applied. The out-of-stock item must be labeled as "out-of-stock" on the invoice and the item approved for substitution must be labeled "substitute" on the invoice
- 4) All substitutions should be noted on the invoice. Out of stock items should be labeled "out of stock" on the invoice and the item approved for substitution must be labeled "substitution" on the invoice. In addition, the originally ordered product should be left on the invoice and show zero (0) shipped.
- 5) The IACA will be provided written documentation to address prolonged fill rate deficiencies. Excessive

shortages may be cause for termination of the Contract with the Distributor and may result in default.

- 6) To facilitate this process the Distributor will be responsible for the following:
- **Menus Analysis:** Evaluate and determine purchasing requirements against cycle menus, screen cycle against commodities in inventory or on order; submit requirements to Distributor's headquarters in advance of need, coordinate determining quantities for special menu item in order to ensure products are received on time.
  - **Market Orders:** Screen orders, discuss orders with IACA staff on a weekly basis, ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery, and screen delivered orders for shortages, errors, and pricing mistakes.
- 7) To assist in maintaining adequate inventory levels the distributor will be provided a set of School Food Service cycle menus. Any menu revisions will be negotiated with the distributor and/or manufacturer.
- 8) To prevent product inventory loss, the Distributor shall notify the IACA of any product(s) that has an expiration date of less than two (2) months (calendar days).

**O. CREDITS/RETURNS:**

- 1) Credits/returns shall be accepted under (but not limited to) the following conditions:
- Product(s) shipped in error.
  - Product(s) damaged in shipment or with compromised packaging.
  - Product(s) with concealed or latent damage, include produce.
  - Product(s) that have been recalled.
  - Product(s) that do not meet quality standards and customer satisfaction.
  - Product(s) delivered in unsanitary and unsafe delivery vehicles.
  - Product(s) delivered that exceed the minimum/maximum specified temperatures.
  - Product(s) delivered with short expiration dates (less than 2 months (calendar days)).
- 2) The IACA reserves the right to determine when selections are potentially hazardous or do not meet food safety compliance for service. Immediate disposition of potentially hazardous items shall be done without hesitation.
- 3) If a problem is discovered at the time of delivery, the delivery personnel shall record the credit request on the same day of delivery. The credit memo shall be emailed to the IACA's Food and Nutrition Service Department designee.
- 4) The IACA will return, within ten (10) days of receipt any incorrectly delivered products, in resalable condition, as well as any concealed and/or damaged goods, etc. In addition, the IACA will properly maintain and expedite the return of any item with a short shelf life, such as refrigerated or frozen products.

**P. DELIVERIES:**

- 1) **DELIVERY SCHEDULES:** During the school year, deliveries shall be completed as follows:
- Elementary Schools
  - Middle Schools
  - Intermediary Schools
  - High Schools

Deliveries shall be made weekly to all eight (8) district sites; however, Food and Nutrition Services reserves the right to request additional deliveries as needed.

- Food and Nutrition Services Department will furnish school name, location, contact name, phone number, and school calendar to the awarded Respondent.
  - A delivery schedule for individual sites shall be submitted by the Distributor to the Food and Nutrition Services Department for approval three (3) weeks prior to the first delivery and remain constant thereafter. Any changes to delivery schedule must be submitted for approval thirty (30) days prior to implementation.
- 2) Due to school holidays and breaks, deliveries may be required on a day other than the regularly schedule delivery day. This day will be mutually agreed upon by Food and Nutrition Services and the Distributor.

- 3) **DELAYED DELIVERY:** If delivery is delayed, the IACA's Food and Nutrition Services and school site must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Distributor may be expected to reimburse the IACA for any overtime pay incurred by IACA receiving personnel.
- 4) **DELIVERY FAILURE:** The expectation is that the Distributor guarantees delivery on the days designated. If the Distributor fails to deliver an order, the IACA will be notified immediately in order to make corrective action, such as making a special delivery to the IACA, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Distributor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the Distributor be unable to resolve any delivery issues internally.
- 5) **DELIVERY VEHICLES:** Deliveries must be made in dual, or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. Drivers must deliver products into dry storage, freezer or cooler rooms as designated by the cafeteria manager. Drivers are not required to place products on shelves or remove containers from master cartons. In the event of vehicle breakdown or other delay, the Distributor must have a contingency plan for immediate recovery and submit the plan to IACA prior to the beginning of each school year. The Distributor will be responsible to ensure the items are delivered to the designated schools as scheduled. The Distributor will be responsible for contacting both the IACA and each individual Food Service Manager of any delivery delays and re-schedule for the same day delivery.
- 6) All shipments are subject to inspection and approval upon arrival at the IACA's ordering school. The IACA reserves the right to refuse delivery of any product(s), which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.
- 7) A designated IACA employee will "check in the order" verifying the accuracy of the order and invoice, and the quantity of products received. Any deviations or problems noted will be communicated to the Distributor's delivery personnel, who must have the ability to document the requested credit for items that must be returned, are damaged, improper, or missing. If a product is unacceptable, a credit adjustment is to be made within 24 hours of discovery of concealed damage and/or quality.
- 8) **CONDITION OF PRODUCT AT DELIVERY:** Products shall be delivered in a clean condition, free of dirt, sand, grease, or other foreign material in clean cases. Leaking, empty or partially empty cartons or cartons containing sour or contaminated product shall be replaced without charge. The conditions causing the cartons to be replaced must not be extensive nor a consistently recurring problem. Delivery equipment for frozen products must be capable of maintaining temperature of 0 degrees F or below so that product is received in a hard frozen state. Delivery equipment for refrigerated products must be capable of maintaining a temperature of no greater than 40 degrees F.
- 9) If an item is omitted from an order by the Distributor or is delivered in unacceptable condition (defrosted frozen product or damaged container for example), replacement delivery must be made within 24 hours, or at a longer time span if approved by IACA's Food and Nutrition Services. If an extra delivery is required due to a IACA error, a Distributor may require a minimum order.
- 10) At the time of delivery to each location, the driver shall leave two (2) copies of a properly executed invoice or delivery ticket. If there are discrepancies noted at this time, they must be shown on the invoice or delivery ticket. This document must show the amount of each article with bid prices and extensions accurately listed.
- 11) All the Distributor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the IACA or other officials at the discretion of the IACA.
- 12) **SUMMER DELIVERY:** The IACA offers the U.S. Department of Agriculture Summer Food Service Program at multiple sites. The Distributor is required to maintain adequate inventory to fulfill the requirements of the designated Site Kitchens. The IACA anticipates that the Site Kitchens, open for the summer session (June and July), will require bi-weekly deliveries however, additional deliveries may be required.
- 13) **DELIVERY PERSONNEL:** All Distributor employees (i.e., service personnel, management representative, etc.), shall conduct business with IACA personnel in a competent, courteous, and professional manner. The

IACA shall notify the Distributor of any chronic problems with delivery personnel. The IACA reserves the right to require a change in service or management representation if the conduct by the Distributor's personnel, in the opinion of the IACA, is unprofessional.

All Distributor's employees shall bear and be able to present proper identification upon request. The Distributor's delivery personnel shall be well groomed, and at all times, wearing a Distributor uniform that denotes the Distributor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the IACA.

- 14) **DELIVERY SITES:** A current list of individual school/cafeteria locations is provided as a separate attachment (Exhibit A). Newly constructed schools and optional delivery sites may be added to this contract as required after the award is made. New School delivery sites will be added, "Or" optional delivery site locations will be added as a direct result of: newly constructed schools, replacement schools or as a result of building renovations and in the event of emergencies due to Force Majeure or any related emergency that would result in closure of any school delivery site, there of creating a new delivery site location. IACA's Food and Nutrition Services will inform the Distributor in advance of any and all changes in delivery locations, to include additional delivery sites during the contract period.
- 15) The Distributor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.
- 16) Whenever a Distributor's place of business, mode of delivery, or source of supply has been disrupted by strike, Force Majeure, or any other disruption beyond the Distributor's control, it shall be the Distributor's responsibility to promptly notify the IACA.

**Q. FOOD SAFETY AND RECALLS:**

- 1) Ensuring the safety of the food supply is critical to the IACA. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Distributor shall have a process in place to effectively respond to a product recall which should include the following objectives:
  - Provide accurate and timely communication to the IACA regarding a recall.
  - Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
  - Streamline the process for reimbursement for recalled products.
- 2) IACA has the right to inspect or audit all storage and business locations without reservation.
- 3) **CONDEMNATION OF FOOD PRODUCT:** Before any USDA commodity food may be discarded, it shall be condemned by the respective local County Health Department and reported to the IACA Director of Food and Nutrition Services or designee on a Stop Sale Notice (HRA-4045). The value of the items destroyed must be replaced by the entity found at fault with appropriate documentation the Director of Food and Nutrition Services so that this replacement may be documented to the Department of Agriculture and Consumer Services. Final disposition of commodity product will be under the direct supervision of the U.S. Department of Agriculture or their designee, as applicable.

**R. GENERAL PRODUCT SPECIFICATIONS:**

- 1) All products should meet or exceed the current USDA meal pattern requirements and the following nutrition guidelines:
  - All products should be trans-fat free, except for naturally occurring small amounts of trans-fat that may be in animal product.
  - All products should be monosodium glutamate (MSG) free.
  - Products should have a CN Label or product specification indication of meal pattern distributions, when appropriate.
- 2) Preference may be given for products with reduced sodium levels, nitrate/nitrite free, or those able to be utilized in an a la carte by meeting USDA Smart Snack Standards.

**S. PRODUCTS:**

- 1) The IACA requires that the Distributor have an effective quality control/quality assurance program in place with well established procedures that are followed to ensure a quality Food and Supplies Program.
- 2) As a result of a comprehensive data analysis of food supply purchases, the product selections required for the RFP are defined in the Product List.
- 3) The IACA reserves the right to determine product selections for the IACA's programs. As the IACA's product selection requirements change, it may be necessary for the IACA to require a change in product selections, packaging, and/or delivery locations by the Distributor.
- 4) Pack size changes must be authorized in advance by the IACA's Nutrition Services Departments.
- 5) **NON-EXCLUSIVITY:** While the purpose of this RFP is to establish a Food and Supplies Program agreement with a single Distributor to supply the IACA with a substantial amount of its regularly ordered food and supplies, the resulting agreement is not to be interpreted as an "exclusive" agreement with respect to the IACA's purchase of such products.
- 6) The IACA's expectation is that all food and food-related supplies be readily available. The Distributor shall stock specified and pre-approved products after contract award. Before the Distributor can make stock changes to the approved list, a review of those changes must be presented to the IACA. All products shall be pre-approved by the IACA after contract award and samples may be required to make that determination. The IACA also reserves the right to order any other food and food related product from the Distributor that is not included in the stock and pre-approved product listing. The Distributor will be responsible to avoid overstocking and use IACA's projections and forecasts as an ordering guide.
- 7) The IACA shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the IACA reserves the right to increase or decrease quantities or modify conditions and/or specifications with notice.
- 8) **EXPANDED PRODUCT AND NUTRITION INFORMATION:** The Distributor shall provide to the IACA, expanded product information to include, but not be limited to, manufacturer name, manufacturer product code number, general description of the product, portion or serving size, number of portions per case, whether delivered frozen, refrigerated, or shelf stable, storage temperature, shelf life of the product, preparation, and cooking information, and serving suggestions.
  - The Distributor shall also provide the IACA electronic nutritional information to include, but not be limited to, the list of ingredients as per the product label, including any allergy designations, (e.g., peanuts, tree nuts, fish, shellfish, eggs, milk, wheat, soy, and sesame); portion size in grams; calories in Kcal per portion, total fat, trans fat, saturated fat, sodium, fiber and meal component equivalents (for child nutrition items) percentage of whole grains or grain components, protein, and carbohydrate content in grams per portion; and a manufacturer contact telephone number and email address for additional information if needed. For protein products, the CN label is required.
  - The expected product and nutrition information should be available via the direct order-entry system for ease of access. The IACA requires that the information be provided in an electronic format so that it might be e-mailed to interested customers.
- 9) **PRICE LIST/ORDER BOOK:** The Distributor shall provide IACA with a customized price list/order book, which includes the vendor item number, manufacturer code number, product name and description, brand, pack size, portion cost, and the IACA s' net cost for all items. The Distributor shall also provide an electronic price list, which will show current and previous pricing, so a calculation may be done as to show percent changes. It is imperative that the IACA be notified ahead of time of any pack size changes, item number changes, and any deletions from the Distributor's system.
- 10) All quantities shown are based on the prior six (6) month history **and are to be considered estimates only for bidding purposes.** No guarantee is given or implied as to the amount that will be purchased. Quantities may increase or decrease as needs change, such as participation changes, menu changes, etc. All quantities, whether increased or decreased, shall be furnished at the bid prices. Estimated quantities may be affected by amounts of USDA commodities received by the IACA.



The IACA reserves the right to cancel order amounts upon three (3) weeks' notice to the Distributor when USDA commodities are anticipated.

### SECTION 3 – SPECIAL CONDITIONS

1. **PROPOSAL SUBMISSION:** All proposals must be received in hand by Ina A Colen Academy, Food Service Department, 5080 SW 66<sup>th</sup> Ct. Rd. Ocala, FL 34474 no later than **August 1, 2023 @ 2:00 PM**; offers by email, facsimile machine, or telephone are not acceptable. All Proposals must be sealed in a package showing the RFP number, the date and time of Proposal opening, and Respondent name on the outside; **See SECTION 4 – PREPARATION OF PROPOSAL AND REQUIRED CONTENT** for complete details. **Proposals received after this time will not be accepted.**
2. **PROPOSED RFP SCHEDULE:** The IACA will attempt to adhere to the schedule as indicated below. Any changes to this schedule after posting of the solicitation up to the due date and time for proposals will be addressed by addendum. The remaining schedule is tentative and subject to change at the sole discretion of the IACA.

<i>Date/Time</i>	<i>Event</i>	<i>Location</i>
July 17, 2023	Posting of RFP Documents	<a href="http://www.iacafl.org">www.iacafl.org</a>
July 19, 2023 @ 2:00 PM	Deadline for Questions	<a href="mailto:annie_avery@iacafl.org">annie_avery@iacafl.org</a>
August 1, 2023 @ 2:00 PM	<b>Proposal Due Date &amp; Time/Opening</b>	5080 SW 66 <sup>th</sup> Ct. Rd. Ocala, FL 34474
August 1-2, 2023 @ 2:00 PM	Evaluation Committee Meeting	5080 SW 66 <sup>th</sup> Ct. Rd. Ocala, FL 34474
TBD	Presentation/Interviews <i>(if needed)</i>	TBD
TBD	Interview Evaluation Committee Meeting <i>(if needed)</i>	TBD
TBD	Notice of Intended Decision*	<a href="http://www.iacafl.org">www.iacafl.org</a>
TBD	School Board Approval*	Ina A Colen Academy 5080 SW 66 <sup>th</sup> Ct. Rd. Ocala, FL 34474

\*If the time allotted to evaluate bids and make the selection of contractors proves to be insufficient, the posting of the Notice of Intended Decision and the Board approval date could delay two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when notices(s) will be posted.

3. **REQUEST FOR INFORMATION:** Any and all questions concerning this solicitation must be submitted no later than August 1, 2023 @ 2:00 PM. Please direct all inquiries concerning this solicitation via email to Annie Avery, Principal, at [annie\\_avery@iacafl.org](mailto:annie_avery@iacafl.org) . Respondents may submit questions via email using subject line " Ina A Colen Academy Food Service RFP Questions".
4. **AWARD AND AWARD NOTIFICATION:**
  - A. Award shall be made to the highest ranked, responsive, and responsible Respondent meeting the criteria of this RFP and determined to be in the best interest of the IACA.
  - B. IACA reserves the right to further negotiate, including price, with the highest ranked Respondent. If an agreement cannot be reached with the highest ranked Respondent, the IACA reserves the right to negotiate and recommend award to the next highest Respondent, or subsequent Respondent(s), until an agreement is reached.
  - C. In addition, the IACA reserves the right to cancel this RFP, to reject any and all Proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the IACA. The IACA also reserves the right to make multiple awards, as deemed to be in the best interest of the IACA.

D. Notice of Intended Decision and Board Approval will be posted on Ina A Colen Academy's website at [www.iacafl.org](http://www.iacafl.org) . All information & updates will be posted to this website.

5. **CONTRACT TERM / RENEWAL:** The contract period shall be **effective upon board approval through June 30, 2028** (Initial Contract Period). However, this contract shall be subject to a review at the end of each twelve (12) month period from August 1, 2023, and subject to cancellation. The IACA also reserves the right to renew this contract, or any portion thereof, for five (5) additional one (1) year periods, under similar terms, conditions, and specifications as the original Proposal upon mutual agreement in writing.
6. **MEMBERSHIP FEE:** The Group Purchasing Organization (GPO) Membership Fee proposed shall remain firm for the initial 12 months of this contract. Membership Fee adjustments may be submitted annually, in writing, to the Food and Nutrition Services Department.
7. **QUANTITIES:** Quantities shown on the Proposal Price Form are estimates only and in no way obligate the IACA to purchase these amounts. These estimated figures are given only as a guideline for preparing your Proposal. The actual quantities purchased under this Proposal may be more or less.
8. **CONTRACT VALUE:** It is anticipated that the total dollar amounts the District could expend, as a result of any contract award, is estimated at approximately \$500,000.00 total, per year excluding renewals. This is an estimate only actual volume could vary up or down. The IACA will not be held responsible if actual amount is more or less.
9. **USE OF SUBCONTRACTORS:** No provision of this contract shall be subcontracted without prior written consent of IACA. The Respondent must identify all the subcontractors, if any, that the Respondent anticipates using in their proposal. The Respondent will be held directly responsible and liable for the actions of all its subcontractors and the actions of its subcontractor's employees.
10. **INSPECTION OF FACILITY:** The IACA reserves the right to inspect the Contractor's preparation and storage facilities and transporting vehicles prior to award and without notice at any time during each contract term.
11. **HOLD HARMLESS AND INDEMNIFICATION:** The Contractor agrees to release, discharge, indemnify, defend and hold harmless IACA, its employees and agents for all illness, injury or damage to persons or property that may arise out of the activities covered under this agreement, including the transportation, distribution, use or consumption of food items, irrespective of any negligence on the part of the IACA. Furthermore, the Contractor agrees to defend and fully indemnify the IACA from any and all liability, loss or damage the IACA or its agents or employees may suffer as a result of claims, demands, costs, penalties, litigation or judgments against it arising from any and all illness, injury or damage to any person, persons or property caused by or resulting from the activities covered under this agreement, including the transportation, distribution, use or consumption of food items.
12. **MINORITY-OWNED BUSINESS ENTERPRISE:** Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps shall include the following:
  - Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
  - Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
  - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
  - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
  - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business

- Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
13. **OFFERER CERTIFICATION:** Submission of a signed Proposal is the Respondent's certification that he/she will accept award at the prices and terms contained in their response to this solicitation as submitted.
  14. **CONTRACT:** The contents of this solicitation and all provisions of the successful Respondent(s) deemed pertinent by the IACA shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

## **INSURANCE REQUIREMENTS**

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. The Contractor shall purchase and maintain the following minimum insurance listed below from a company or companies properly licensed in the State of Florida and rated A-VII or better by A.M. Best Company and against which IACA will entertain no reasonable objection.
2. **Worker's Compensation Liability:** Coverage shall be in compliance with Chapter 440, Florida Statutes. The Contractor shall provide and maintain, during the life of this contract, Workers Compensation insurance in statutory amounts and Employee Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall be in accordance with the laws of the State of Florida for all Contractor's employees at the site of the project, and if any part of the work is sublet the Contractor shall require each of the Subcontractors to maintain such insurance for all their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractor's Workers Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers Compensation Insurance.
3. **Comprehensive Automotive Liability:** Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits: minimum limits of coverage shall be One Million Dollars (\$1,000,000) per occurrence, Combined Single Limit for bodily Injury Liability and Property Damage Liability.
4. **Comprehensive General Liability:**
  - 4.1. Bodily injury, personal injury, and property damage at One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
  - 4.2. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
5. **Contingent Liability:** The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.
6. **Contractor agrees to the following as it relates to all above required insurance:**
  - 6.1. Insurance Verification Required: The IACA requires that all Contractors prove their capacity to provide the required insurance as set forth in this solicitation. Contractors are required to provide in with their submittal a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above required insurance. If awarded, the Contractor will then be required to name Ina A Colen Academy as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of award.
  - 6.2. The Contractor agrees that no services shall begin until proof of insurance is received by the IACA. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this Agreement. Upon reasonable request, the Contractor agrees to provide IACA a copy of its insurance policies, forms, and endorsements in its entirety. Any document not in compliance with above requirements will not be approved.

- 6.3. The Contractor shall provide written notice to the IACA within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on above required insurance.
- 6.4. Loss Deductible Clause: The IACA shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or Subcontractor providing such insurance.
- 6.5. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.
- 6.6. By submitting a response to this solicitation, Contractor hereby understands and agrees to the above insurance requirements. Failure by the Contractor to maintain insurance as described herein constitutes a material breach of this contract and the IACA shall have the right to terminate this contract without further liability.

## SECTION 4 – PREPARATION OF PROPOSAL AND REQUIRED CONTENT

Respondent should become familiar with any local conditions that may, in any manner, affect the services required. Respondents are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

**Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of IACA.**

### 1. PROPOSAL LABEL AND COPIES:

- A. Respondent shall submit three (3) complete sets of the Proposal Submittal:
  - **One (1)** unbound, one-sided copy marked “ORIGINAL” to include all Submittal Requirements.
  - **One (1)** unbound, one-sided copy marked “REDACTED COPY” to include all Submittal Requirements.
  - **One (1)** USB Drive containing a COMPLETE electronic copy of all Submittal Requirements, in PDF format. USB flash drive must be clearly labeled with the solicitation number and name of company. **It is the sole responsibility of each Respondent to assure all proposal copies are exact duplicates of the original proposal.**
- B. All proposals must be signed by an officer or employee having the authority to legally bind the company.
- C. All proposals must be sealed in a package showing the Company Name, Company Address, Contact Person Name, Phone Number, Solicitation Number, Title, and the Date and Time of proposal opening on the outside. **Please use Label provided in EXHIBIT – D.**
- D. All proposals must be received no later than **August 1, 2023 @ 2:00 PM** and delivered to:

**IACA Food Services  
Attn: Annie Avery  
5080 SW 66<sup>th</sup> Ct. Rd.  
Ocala, FL 34474**
- E. When a proposal is received it will be date and time stamped to confirm delivery. Delays due to mail handling, including but not limited to the IACA 'S internal mail handling, will not excuse late delivery of proposals.
- F. Any proposal received after the stated date and time **WILL NOT** be considered.

### 2. PROPOSAL SUBMISSION FORMAT:

To maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below and include the following information at a minimum. Proposals should be tabbed as outlined and include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered non-responsive by IACA. Non-responsive proposals will not be evaluated.

**COVER LETTER** – Limit to a maximum of two (2) pages and include, at a minimum:

- A. Solicitation Number, Name, and Due Date; Proposer’s Name, Address and Contact Information.
- B. A brief history of the business.

- C. Give the names, titles, addresses and phone numbers of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company during this solicitation.

**TABLE OF CONTENTS** – Include a clear identification of the material by tab and page number.

**TAB 1 – PROPOSAL ACKNOWLEDGEMENT/REQUIRED FORMS (PASS/FAIL)**

The following forms **must** be included in this Tab:

- A. **Proposal Acknowledgement Form** (page 1 of this RFP) completed and signed by an officer or employee having authority to legally bind the company or firm.
- B. **Screenshot of “ACTIVE” status** from [www.sunbiz.org](http://www.sunbiz.org), or state in which business was formed for non-Florida businesses, in accordance with Paragraph 62 of the General Terms and Conditions.
- C. **The following REQUIRED Attachments signed by an authorized representative:**
  - 1) **ATTACHMENT C** – Respondent’s Statement of Principal Place of Business
  - 2) **ATTACHMENT D** – Conflict of Interest
  - 3) **ATTACHMENT E** – Drug Free Workplace Certification
  - 4) **ATTACHMENT F** – Debarment Certification
  - 5) **ATTACHMENT I** – Byrd Anti-Lobbying Amendment Certification
- D. **Insurance.** Provide evidence of required insurance coverage or proof of insurability in the amounts specified under Insurance Requirements of this RFP.
- E. **All Addendum** signed by an authorized representative.
- F. **All remaining initialed pages of Request for Proposal.**

**TAB 2 – EXPERIENCE AND QUALIFICATIONS (Maximum 30 Points):**

Respondent will be evaluated on their past demonstrated abilities to provide the services requested herein. Respondent shall include, at a minimum, the following in this section:

- A. Provide a brief overview of the company including history, corporate structure, and authoritative direction of control; number of onsite employees and professional staff; length of company’s existence and experience in providing Food and Supply Distribution Services; Firm must identify all of their offices, including location of main office that will be responsible for the actual services. Also include location of facilities responsible for claims processing and claims investigation.
- B. Respondent shall provide an organizational chart of its administrative staff.
- C. Respondent shall provide a list of all key personnel including partners, managers, supervisors, senior staff, customer service, and all staff, that will provide services to IACA under this contract including their:
  - Name and Contact Information
  - Service Responsibilities
  - Statement of Qualifications & Experience – include years of experience with K-12.

Respondent shall ensure that staff have and maintain all required licenses, certifications, and training appropriate for such persons’ role and function within the firm. Documentation that describes job qualifications and experience will be acceptable.

If applicable, identify all subcontractors necessary to conduct the scope of services outlined in this RFP. Describe the range and scope of activities performed by the contracting organization, including capability to fulfill the specifics of this this RFP (e.g., staff, equipment, workload, etc.).

- D. Respondent must maintain a current business license and keep current all licenses and permits, whether municipal, county, state, or federal, required for the performance of its obligations and functions under this contract and shall pay promptly when all such fees are due. Respondents must provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. IACA reserves the right to request documentation at any time during the contract period.
- E. Respondent must demonstrate a record of company stability, within the United States, for the last five (5) years and indicate the number of years in business within the United States and provide supporting documentation as follows:
- State the number of years in business.
  - State the location, address, and telephone number of office locations.
  - Discuss any name changes, changes in ownership, reorganization, etc.
- F. Respondent shall provide a customer list and/or a list of current or recently completed projects which best illustrate the experience in the following areas:
- Name and location of the engagement.
  - The nature of Respondent's responsibility on the engagement.
  - Name, address, telephone number for each project contact who may be contact as reference.
  - Date engagement was completed or is anticipated to be completed.
  - Size of engagement (dollar value).
  - Service for which respondent's staff was responsible.
  - Present status of the engagement.
  - Respondent's key professionals involved on the engagement and who, of that staff, would be assigned to the services onceover by this Proposal.
- G. License Sanctions: List any regulatory or license agency sanctions. The IACA may perform a background check on the Respondent with all state and regulatory agencies.
- H. Litigation: Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- I. Completed **ATTACHMENT B** – Respondent's Statement of Experience and Qualifications, signed by an authorized representative.

**TAB 3 – SCOPE OF SERVICES (Maximum 25 points):**

Respondent shall include, at a minimum, the following in this section:

- A. Briefly state the Respondent's understanding of the nature of the scope of services to be provided, ability to perform the requirements of this solicitation, and the capability to comply with all the terms and conditions of the RFP.
- B. Describe the following:
- Technical details and approach of the products/solution proposed
  - Reporting Services
  - Inventory Management of Distributor
  - Inventory Management of USDA Processed Foods
  - Invoicing

**TAB 4 – COST OF SERVICES (Maximum 35 Points):**

Respondent shall include in this section:

- A. Completed **ATTACHMENT A** – Proposal Price Form.
- B. Cost of providing proposed services and potential savings will be determined utilizing the Proposal Price Form and any additional applicable documentation provided. Conformity of Specification proposal response must include information on methods the GPO will utilize to address items in Scope of Work/Services and GPO Responsibilities.

**TAB 5 – REFERENCES (Maximum 10 Points):**

Respondent shall include in this section:

- A. Completed **ATTACHMENT C** – References, signed by an authorized representative.

Respondent must provide a minimum of three (3) references, within the last five (5) years, from other Florida School Districts or a combination of schools and most comparable municipals references that IACA may contact.

The IACA reserves the right to reject proposals which do not provide sufficient information to evaluate the qualifications of the Respondent and where information provided does not demonstrate a proven past record (such as negative references, failure to complete projects, etc.)

**TAB 6 - CONFIDENTIAL MATERIALS - FINANCIAL STATEMENT (PASS/FAIL):**

Respondent shall include in this section:

- A. Completed **ATTACHMENT H** – Confidential, Proprietary, or Trade Secret Material Statement, signed by an authorized representative.
- B. **One (1)** audited balance sheet and profit and loss summary as of the end of calendar year 2021, or the most current fiscal year available. The District's Finance Department will evaluate financial measures such as current position, equity position, operating results, etc., to determine eligibility in this RFP process. Determination will be made on a "qualified/not qualified" basis, in the sole opinion of the District's Director of Finance or designee. Points will not be awarded. Those proposers who are determined not qualified will be eliminated from further consideration.

**TAB 7 – OPTIONAL INFORMATION (NON-SCORED):**

Respondent may include any additional information, data or product offerings they feel will be essential or a benefit to the IACA. Include any additional costs, if applicable. If no additional information is presented, please indicate "No additional information" in this section.

**SECTION 5 – EVALUATION OF PROPOSALS**

Respondents should provide sufficient information in their proposal to allow IACA to evaluate whether they are capable of performing the full range of tasks set forth in the scope and specifications of this RFP and outlined in Section 4.

**1. EVALUATION PROCEDURES:**

- A. Proposals will be received and publicly opened immediately following the Proposal Due Date and Time. Only names of Respondents are read at this time.
- B. Proposals will be reviewed and evaluated by a Proposal Evaluation Committee ("Evaluation Committee") comprised of persons representing the areas of Food and Nutrition Services. Purchasing Representatives will participate in an advisory capacity only.
- C. All proposals received by the submission deadline will be reviewed by the Purchasing Specialist or designee for responsiveness. Only proposals deemed responsive will then be distributed to the Evaluation Committee. The Evaluation Committee will examine, independently score, and rank each proposal in accordance with the evaluation criteria outlined in the Evaluation Criteria section below. The Evaluation Committee will submit their individual scores and rankings of the proposals to the Purchasing Representative for compilation of the overall rankings of the proposals. The Evaluation Committee, along with Purchasing Representatives, will convene at the published date and time to see the overall rankings and to discuss the proposals and any differences they may have, make their recommendations, and arrive at a consensus to determine the most qualified firm. It is possible for the rankings to change during this meeting based on a better understanding of the facts presented in the proposals. A final consensus ranking will be made during this meeting.
- D. Oral Presentations/Interviews will be scheduled upon the request of the Evaluation Committee. The Evaluation Committee will create a "short-list" of the Respondents to be contacted for the oral presentation/interview phase.

- E. IACA reserves the right to negotiate price and contract terms and conditions with the highest ranked Respondent. If IACA determines that it is unable to negotiate a mutually beneficial agreement, negotiations with the highest ranked Respondent will be terminated at the discretion of IACA. The IACA may then select additional Respondent(s) in order of their original ranking, competence, and qualification, and will continue negotiations until an agreement is reached. This agreement must be approved by the IACA 's General Counsel and submitted to the Board for final approval.
- F. Results of the evaluation will be made available once the Committee makes a recommendation. A copy of the results and Notice of Intended Decision will be made available online at [www.iacafl.org](http://www.iacafl.org).
- G. The Purchasing Department will prepare and submit an agenda item to the Board for award of any contract resulting from this RFP. However, the IACA reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.
- H. Individuals covered by the American with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact Ina A Colen Academy, 5080 SW 66<sup>th</sup> Ct. Rd. Ocala, FL 34474, (352) 304-6787 at least five (5) days prior to the date of opening.

**2. EVALUATION CRITERIA:**

**A. PHASE I**

Evaluation of proposals will be performed using the following criteria and weighted values:

Tab	Category	Maximum Points
1	Required Forms	Pass/Fail
6	Confidential Materials- Financial Statement	Pass/Fail
2	Experience and Qualifications	30
3	Scope of Services	25
4	Cost of Services	35
5	References	10
<b>TOTAL</b>		<b>100</b>

The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require oral presentations from any, all or none of the Respondents, interview any, all or none of the Respondents that responded to the RFP, or make their recommendations based solely on the information contained in the written Proposals submitted.

**B. PHASE 2**

**ORAL PRESENTATIONS/INTERVIEWS:** IACA 'S Evaluation Committee may require oral and visual presentations and/or interviews from those Respondents that are ranked or short-listed before making a final recommendation. This shall be done at the sole discretion of the IACA when it feels presentations/interviews are essential as part of the evaluation process and would be in the best interest of the IACA. If the IACA deems an oral presentation/interview is necessary, the Respondent(s) will be notified in writing with specific details and instructions concerning location, date, time, and length of presentation, etc.

Evaluation of oral presentations/interviews will be performed using the following criteria and weighted values:

<b>SCORING FOR ORAL PRESENTATIONS/INTERVIEWS</b>	
Categories	Maximum Points
Experience and Qualifications	35
Scope of Services	30
Project Approach	35
<b>TOTAL</b>	<b>100</b>



IACA will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints, or other factors as directed by the IACA. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

**ATTACHMENT A**  
**PROPOSAL PRICE FORM**

**Instructions:** Complete all parts of the Proposal Price Form and attach all responses to these sections behind this sheet and include in **Tab 4** of your proposal submittal.

**PART 1**

**Group Purchasing Organization (GPO) Membership Fee:**

\$ \_\_\_\_\_ annually

Explain your firm’s policy on membership fees, including, but not limited to:

- How the fee is determined
- How the fee is to be billed/paid
- What does membership include
- Policy on membership cancellation
- Membership terms/renewal
- Other

**PART 2**

**Group Purchasing Organization (GPO) Pricing Mechanism:**

Explain your firm’s pricing methods and give specific example(s) using a particular product(s):

- Firm Priced Items
- Unit Pricing
- Firm Fixed Fee Pricing

**PART 3**

**Group Purchasing Organization (GPO) Pricing Schedule:**

Explain your firm’s pricing schedule and terms and conditions with your awarded vendors.

**PART 4**

**Group Purchasing Organization (GPO) Rebates and Incentives:**

Explain the potential savings available to the Ina A Colen Academy and describe your firm’s methodology for the determination of these savings.

\$ \_\_\_\_\_  
*Potential Annual Savings*

**ATTACHMENT B**

**RESPONDENT'S STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

Please provide the answer to the below related questions. If the answer to any of the questions is "Yes", Respondent shall describe fully the circumstances, reasons therefore, the status, and ultimate disposition of each matter that is the subject of inquiry and attach as a separate page to this document.

- 1. Has Respondent been declared in default of any contract?  
 Yes    No
- 2. Has Respondent forfeited any payment of performance bond issued by a surety company on any contract?  
 Yes    No
- 3. Within the past three (3) years, has Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  
 Yes    No
- 4. Is Respondent now the subject of any litigation in which an adverse decision might result in a material change in the Respondent's financial position or future viability?  
 Yes    No
- 5. Is Respondent currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?  
 Yes    No

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ATTACHMENT C**

**REFERENCES**

Respondent must provide a minimum of three (3) references, within the last five (5) years, from other Florida School Districts or a combination of schools and most comparable municipals references that IACA may contact. (Attach additional sheets if needed).

**Reference # 1**

Agency Name: \_\_\_\_\_ Telephone # \_\_\_\_\_ Rep Name: \_\_\_\_\_

Email: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

Contract Dates: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

**Reference # 2**

Agency Name: \_\_\_\_\_ Telephone # \_\_\_\_\_ Rep Name: \_\_\_\_\_

Email: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

Contract Dates: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

**Reference # 3**

Agency Name: \_\_\_\_\_ Telephone # \_\_\_\_\_ Rep Name: \_\_\_\_\_

Email: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

Contract Dates: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

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

**ATTACHMENT D**

**RESPONDENT'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

*(To be completed by each Respondent)*

**Applicable only as to solicitations involving the purchase of personal property pursuant to F.S. 287.084(2)**

Name of Respondent: \_\_\_\_\_

Identify the state in which the Respondent has its principal place of business: \_\_\_\_\_

Respondent's signature: \_\_\_\_\_

**INSTRUCTIONS:** IF your principal place of business above is located **within** the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is **outside** of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered non-responsive to the terms of this solicitation.

**LEGAL OPINION OF OUT-OF-STATE RESPONDENT'S ATTORNEY ON BIDDING PREFERENCES**

*(To be completed by Attorney for an Out-of-State Respondent)*

**NOTICE:** Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please Select One)*

The Respondent's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Respondent's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** \_\_\_\_\_% in the letting of any or all public contracts to business entities whose principal place of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

The Respondent's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

The Respondent's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** \_\_\_\_\_% in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state Respondent's attorney: \_\_\_\_\_

Printed name of out-of-state Respondent's attorney: \_\_\_\_\_

Address of out-of-state Respondent's attorney: \_\_\_\_\_

Telephone number of out-of-state Respondent's attorney: (\_\_\_\_) \_\_\_\_\_

Email address of out-of-state Respondent's attorney: \_\_\_\_\_

Attorney's states of bar admission:  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Initials: \_\_\_\_\_

**ATTACHMENT E**  
**CONFLICT OF INTEREST**

Respondent must execute either Section I or Section II hereunder relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Respondent's must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of Ina A Colen Academy ("IACA"). Further, all Proposers must disclose the name of any IACA employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

**SECTION I**

I hereby certify that no official or employee of the IACA requiring the goods or services described in these specifications, has a material financial interest in this company.

Signature of Officer/Agent Authorized	Company Name
Print Name	Business Address
Date	City, State, Zip Code

**SECTION II**

I hereby certify that the following named IACA official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet(s) if needed)*

Name	Title or Position
Name	Title or Position
Signature of Officer/Agent Authorized	Company Name
Print Name	Business Address
Date	City, State, Zip Code

**ATTACHMENT F**

**DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid submittals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this Respondent complies fully with the above requirements.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

ATTACHMENT G

AD-1048

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



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
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 CFR §§ 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 and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. 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;
- B. 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	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](#) 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).

USDA is an equal opportunity provider, employer, and lender.

Company Name: \_\_\_\_\_

Initials: \_\_\_\_\_

Services **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## ATTACHMENT H

### **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL STATEMENT**

Ina A Colen Academy (“IACA”) takes its public records responsibilities as provided under Chapter 119 Florida Statutes and Article 1, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Respondent must also simultaneously provide the IACA with a separate redacted copy of its response. The redacted copy shall contain the IACA solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall be provided to IACA at the same time the Respondent submits its response to the solicitation and may only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. In compliance with 119.07(1)(e), Florida Statutes, Respondent must “state the basis for the exemption” that he/she “contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute.”

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify IACA for any and all claims from or relating to the Respondent’s determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The IACA will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Respondent.

If the Respondent fails to submit a Redacted Copy with its response, IACA is authorized to produce the entire documents, data or records submitted by the Respondent in response to a public records request for these records.

I have read and understand my responsibilities regarding any purported confidential, proprietary or trade secret material contained in this solicitation.

**After reading the above statement, please initial beside the appropriate statement below:**

\_\_\_\_\_ I have not included a redacted copy of our response.

\_\_\_\_\_ I have included a redacted copy of our response along with this original.

\_\_\_\_\_  
Signature of Owner or Authorized Officer/Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ATTACHMENT I**

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**EXHIBIT – A**

**INA A COLEN DELIVERY LOCATIONS**

Deliveries shall be made weekly the school sites listed below. However, Food and Nutrition Services reserve the right to request additional deliveries as needed. The IACA reserves the right to add or remove locations/sites during the initial term of the contract and any subsequent renewal periods, as needed to serve in the best interest of the IACA.

SCHOOL SITES		
	<b>INA A COLEN ACADEMY</b> <b>5080 SW 66<sup>th</sup> CT. Rd.</b> <b>Ocala, FL 34474</b> <b>ATTN: Nicole Gatch</b> <b>352-304-6654</b>	

**EXHIBIT – B**  
**SCHOOL STUDENT CALENDAR**

Please see attached Marion County Calendar

**EXHIBIT - C**  
**PRODUCTS AND ESTIMATED USAGE LIST**

The following product usage list represents the forecast for the first 6 months of the contract. The products listed represent products typically offered on menus by the IACA or planned to be offered on menus for the 2023-2024 school year. The IACA reserves the right to change/adjust menus, as needed, to meet the needs of the school.

Please see attached Excel file

**EXHIBIT – D**

**SEALED PROPOSAL LABEL**

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. Please cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name and address of the company submitting the proposal where requested.



**SEALED PROPOSAL · DO NOT OPEN**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Name/  
Phone Number: \_\_\_\_\_

**DELIVERY TO:**

**Ina A Colen Academy  
C/O Food Service Department  
5080 SW 66<sup>th</sup> Ct. Rd.  
Ocala, FL 34474**

**Solicitation No.:** 2023-01  
**Solicitation Title:** Food and Food Supply Purchasing Services  
**Solicitation Due Date & Time (EST):** August 1, 2023 @2:00PM