



Produce for School Nutrition

RFP #23-04
School Nutrition Services
Fresh Produce

Ina A Colen Academy
Annie Avery
5080 SW 66th Ct. Rd.
Ocala, FL 34474
352-304-6787

NOTICE TO Proposers

**Ina A Colen Academy
REQUEST FOR PROPOSAL #23-04
FRESH PRODUCE**

Ina A Colen Academy is requesting proposals for Fresh Produce for Ina A Colen Academy

Submission Deadline:

Proposals must be received prior to 12:00 PM EST, on July 31, 2023. Bids must be submitted in a sealed envelope, marked with the RFP/Bid number and title, and returned to:

Ina A Colen Academy
Nutrition Services
5080 SW 66th Ct. Rd. Ocala, FL 34474
Attention: Annie Avery

Proposals received later than the designated time and specified date will be returned to the proposer unopened.

Facsimile (FAX) copies of the proposal will not be accepted.

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

Copies of the RFP documents may be obtained from Ina A Colen, Nutrition Services, 5080 SW 66th Ct. Rd. Ocala, FL 34474. Refer any questions to: Annie Avery, e-mail: annie_avery@iacafl.org

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

Schedule of Events:

July 17, 2023 - RFP/Bid Released
July 21, 2023 - Deadline to Receive Questions, 12:00 PM deadline
July 31, 2023 - Proposals due, 12PM
August 1, 2023 – contract start date

Submission of Proposals: Proposers may mail sealed proposals, to the address and staff member designated by the proposal submission deadline defined on the NOTICE TO BIDDERS page. It is the Proposer’s responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Annie Avery at annie_avery@iacaf.org. Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure that the sealed proposal was received by the submission deadline. Proposals will be accepted up to, and no proposals will be accepted after, the RFP/Bid submission deadline. Time is Eastern Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

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

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

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

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

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

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

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

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

Prices: The delivery fee charged per case by the bidder must remain in effect for one (1) year. If the vendor's price is increased after the second term, Ina A Colen Academy must be given a written notice to consider. Such a request shall include as a minimum: 1) the cause for the adjustment; 2) the amount of the change requested with required, written documentation being tied to the Consumer Price Index (CPI) as well as market reports, to support the requested adjustment; 3) notice to Ina A Colen Academy must be given no less than 30 days before the Contract renewal period begins. Reports to support the requested price adjustments must be derived from the previous full calendar month prior to the request. Price adjustments will be assessed aggregately against CPI and individual line item increases must be supported by market reports. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:

- Continue with the existing price
- Request a lower price increase
- Not accept the renewal offer

If a price increase is approved by Ina A Colen Academy the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

Weekly Pricing- Contractor must provide pricing no later than 2:00 pm on the Thursday prior to the next week's delivery.

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

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

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

Experience and Service: Proposers are advised they must demonstrate the ability to provide the necessary products and services required under the contract. Experience and service are factors in the award of this contract.

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

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

RFP Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Selected Vendor, the objecting Proposer shall furnish that protest, in writing, to the SFA within five (5) business days of the date of the Proposer notification of the awarded contract. The protest shall describe in detail the basis for the protest and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the Ina A Colen Academy's Governing Board, which shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Governing Board, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

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

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

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

Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.

Workers' Compensation Insurance in such amounts as required by law Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract. The Selected Vendor may be required to provide proof of such insurance, naming Ina A Colen Academy as additionally insured by separate endorsement.

Hazardous Material: The vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished, or services performed under the terms of the purchase order or contract issued in response to this

RFP/Bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Safety Data Sheets must be sent with the proposal.

“Buy American” Provision: Pursuant to Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically. All commercially purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the Ina A Colen Academy. Consideration must be given first to the use of domestic alternatives before a non-domestic exception is approved. Produce distributor must maintain documentation to support using non-domestic items based on costs being significantly higher and when domestic products are not being produced in sufficient and reasonable quantities of satisfactory quality.

Force Majeure Clause: The parties to the order shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by the government, provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented.

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

Any injury to person or property sustained by the supplier or by a person, firm or corporation employed directly or indirectly by him, in connection with his performance under the order.

Any injury to person or property sustained by any person, firm or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.

Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

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

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

Equal Opportunity Employer / Federal Non-Discrimination Statement: Equal Opportunity Employer / Federal Non-Discrimination Statement:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

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

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

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

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

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

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

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

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

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

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

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

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

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

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

Quantity and Quality of Materials and Services: The Selected Vendor shall furnish and deliver the products/services designated by the contract. All materials, supplies or services furnished under the contract shall be in accordance with Ina A Colen Academy's specification, Ina A Colen Academy's sample, or the sample furnished by the Proposer and accepted by Ina A Colen Academy. Materials or supplies which, in the opinion of Ina A Colen Academy, are not in accordance and conformity with Ina A Colen Academy's specifications shall be rejected and removed from the member school's premises at the vendor's expense.

All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

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

Award Criteria:

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

Criteria	Points
Pricing	70
Service Capability Plan / Delivery Systems	30

Total Points	100
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***Please note:**

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

RFP RESPONSE PACKET REQUIREMENTS

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

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

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

ATTACHMENT A: NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL

(Public Contract Code Section)

State of _____)

County of _____)

_____, being first duty sworn, deposes and says
(name)
that he or she is _____ of
(position title)
_____,
(the proposer)

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

Dated: _____

By: _____
(Person signing for Proposer)

ATTACHMENT C: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: Ina A Colen Academy		Agreement Number:
Address of School Food Authority: 5080 SW 66 th Ct. Rd. Ocala, FL 34474		
Printed Name and Title of Submitting Official: Annie Avery	Signature:	Date:

The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

ATTACHMENT D: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See public burden disclosure)

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

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p> <hr/> <p>Print Name:</p> <hr/> <p>Title:</p> <hr/> <p>Telephone No.:</p> <hr/> <p>Date:</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

ATTACHMENT F: PRODUCT SPECIFICATIONS AND CONDITIONS

Product Specifications and Conditions: Fresh fruits and vegetables must be U.S. Grade A or U.S. Fancy. The condition of the product at the time of delivery must meet the requirements of the grade specified.

Prices must be quoted as noted on the attached produce specification sheet. All pre-cut produce shall have a minimum of seven (7) day shelf life remaining upon receipt at the location. Produce must be well-trimmed and show no signs of discolor and/or wilt.

Fruit and vegetables which do not adhere to the general specifications that are refused within 24 hours of delivery must be picked up within 72 hours or the department has the right to destroy and write a credit. Rejected items are to be picked up at the vendor's expense.

The vendor will accept the liability for the expense of goods delivered damaged, goods lost during delivery, goods damaged due to unscheduled deliveries, or any other damage to participating locations incurred by the vendor's employees.

Stock is to be placed adjacent to the appropriate storage area or area designated by the department contact. Produce left on the loading dock will be rejected and vendor is liable for the product.

Ordering: Ina A Colen Academy prefers to place orders online and receive an email confirmation or by phone. Ina A Colen Academy reserves the right to add, remove or delete product based on school needs.

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

Delivery: Ina A Colen Academy reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to approximately 3 sites. Sites require 1-2 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 1:00 PM. Night drops will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor. See the "Table A – Ina A Colen Academy and Delivery List".

No minimum delivery requirements.

Products must be delivered in containers that are clean and in clean vehicles. Containers shall be clean, leak free and delivered in sturdy boxes.

Produce shall be delivered between at the appropriate temperatures.

All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver.

It is anticipated that the delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.

All deliveries must be accompanied by a computerized invoice. Invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Invoice will be signed only after inspection of product. Ina A Colen Academy reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.

Table A – Ina A Colen Academy Delivery List

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

Attachment G: Required Clauses

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

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

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

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

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

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

Attachment H: Proposer Pricing Sheet

Description	Brand	Pack Size Desired	Pack Size per Case	Estimated Usage	Price	Delivery Fee	(Extended) Cost Per Line Item	Total Estimated Cost Annually
Fresh Fruit, Banana's Green tip	Vendor Choice	40 LB	40 LB	80			\$0.00	\$0.00
Fresh Fruit, Oranges	Vendor Choice	113 CT	113 CT	80			\$0.00	\$0.00
Fresh Fruit, Apples Red Delicious	Vendor Choice	125-138 CT	125- 138 CT	10			\$0.00	\$0.00
Fresh Fruit, Apples Red Delicious	Vendor Choice	175 CT	175 CT	80			\$0.00	\$0.00
Fresh Fruit, Melons Cantaloupe	Vendor Choice	18 CT	18 CT	20			\$0.00	\$0.00
Fresh Fruit, Melons, Honeydew	Vendor Choice	8 CT	8 CT	20			\$0.00	\$0.00
Fresh Fruit, Grapes Red Seedless	Vendor Choice	8/2 LB	8/2 LB	80			\$0.00	\$0.00
Fresh Fruit, Grapes Green Seedless	Vendor Choice	8/2 LB	8/2 LB	20			\$0.00	\$0.00
Herb, Basil	Vendor Choice	1 LB	1 LB	5			\$0.00	\$0.00

Description	Brand	Pack Size Desired	Pack Size per Case	Estimated Usage	Price	Delivery Fee	(Extended) Cost Per Line Item	Total Estimated Cost Annually
Herb, Parsley	Vendor Choice	1 LB	1 LB	5			\$0.00	\$0.00
Herb, Cilantro	Vendor Choice	1 LB	1 LB	5			\$0.00	\$0.00
Pickles Whole Dill 45-55ct	Vendor Choice	5 Gallon	5 Gallon	10			\$0.00	\$0.00
Vegetable Fresh, Baby Carrots	Vendor Choice	4/5 LB Bag	20 LB	20			\$0.00	\$0.00
Vegetable Fresh, Broccoli Florets	Vendor Choice	4/3LB Bag	12LB	40			\$0.00	\$0.00
Vegetable Fresh, Celery Sticks Cut	Vendor Choice	4/3LB Bag	12 LB	20			\$0.00	\$0.00
Vegetable Fresh, Cucumbers	Vendor Choice	24 CT	24 CT	20			\$0.00	\$0.00
Vegetable Fresh, Potato Bakers	Vendor Choice	90 CT	90 CT	5			\$0.00	\$0.00
Vegetable Fresh, Lettuce Heads Romaine	Vendor Choice	24 CT	24 CT	20			\$0.00	\$0.00
Vegetable Fresh, Spinach Baby	Vendor Choice	4/2.5 LB Bag	10 LB	5			\$0.00	\$0.00
Vegetable Fresh, Onions Yellow	Vendor Choice	25 LB	25 LB	5			\$0.00	\$0.00
Vegetable Fresh, Onions Green	Vendor Choice	Bunch	Bunch	8			\$0.00	\$0.00

Description	Brand	Pack Size Desired	Pack Size per Case	Estimated Usage	Price	Delivery Fee	(Extended) Cost Per Line Item	Total Estimated Cost Annually
Vegetable Fresh, Green Peppers	Vendor Choice	5 LB	5 LB	5			\$0.00	\$0.00
Vegetable Fresh, Tomatoes 5X6	Vendor Choice	25 LB	25 LB	10			\$0.00	\$0.00
Vegetable Fresh, Grape Tomatoes	Vendor Choice	12 /1 Pint	12/1 Pint	40			\$0.00	\$0.00
Vegetable Fresh, Mushrooms	Vendor Choice	3lb	3lb	5			\$0.00	\$0.00
Vegetable Fresh, Squash Yellow	Vendor Choice	5 LB	5 LB	10			\$0.00	\$0.00
Vegetable Fresh, Zucchini	Vendor Choice	5 LB	5 LB	5			\$0.00	\$0.00
Vegetable Fresh, Salad Spring Mix	Vendor Choice	4/3 LB Bag	4/3 LB Bag	10			\$0.00	\$0.00
Iceberg, Shredded	Vendor Choice	4/5#	4/5#	5			\$0.00	\$0.00
Blueberries	Vendor Choice	PT	PT	5			\$0.00	\$0.00
Strawberries	Vendor Choice	PT	PT	20			\$0.00	\$0.00
Blackberries	Vendor Choice	PT	PT	4			\$0.00	\$0.00
Raspberries	Vendor Choice	PT	PT	4			\$0.00	\$0.00
Watermelon	Vendor Choice	EA	EA	20			\$0.00	\$0.00