

Burns Science and Technology Charter School, Inc.

A tuition free non-profit K-12 public charter school

Solicitation Date: July 25, 2024

REQUEST FOR PROPOSAL

RFP DUE DATE: August 8, 2024

RFP DUE TIME: 4:30 PM

PROPOSAL DELIVERY LOCATION: Burns Science and Technology Charter School
160 Ridge Road
Oak Hill, FL 32759

RFP TITLE: 7631 Burns Sci-Tech RFP

PRE-PROPOSAL CONFERENCE: No

DIRECT ALL INQUIRIES TO: Brent Appy, Business Manager, Burns Sci-Tech,
rfp@burnsscitech.org

NOTICE TO ALL INTERESTED PARTIES: Subject to the conditions, provisions and the enclosed specifications, sealed proposals will be received at the above delivery location until the stated date and time.

Proposals received after the stated date and time, whether presented in person, received by U.S. Mail, or by any other delivery method will not be accepted.

Burns Science and Technology Charter School reserves the right to retain all proposals for a period of 120 days and to reject any and all proposals and to waive any informalities and/or irregularities thereof.

Burns Science and Technology Charter School

REQUEST FOR PROPOSAL

7631 Burns Sci-Tech RFP

Please note that receipt of proposal means DELIVERED AND RECEIVED by the stated date and time. NO proposals will be delivered to the building. Any proposal mailed but not delivered by the stated date and time will not be considered as received for the purpose of this solicitation process. Proposals must be delivered in a SEALED package with the RFP name, and opening date/time clearly marked on the outside of the package.

Notice to Proposers: You are cautioned to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanned), telephone proposals or modifications to proposals, will be accepted.

Proposals will not be accepted or considered after the above specified time and date.

Submission Requirements: Proposal envelopes shall be sealed and identified as specified below:



FROM:

RFP NAME:

7631 Burns Sci-Tech RFP

TO BE OPENED:

8:00am – August 9, 2024

AND ADDRESSED TO:

Burns Science and Technology School
Attn: Brent Appy
160 Ridge Road
Oak Hill, FL 32759

TABLE OF CONTENTS

1	OVERVIEW	4
2	EVALUATION OF PROPOSALS	4
3	GENERAL TERMS AND CONDITIONS	9
4	SPECIAL PROVISIONS	14
5	SCOPE OF SERVICES	18
6	CERTIFICATE OF PRICE DETERMINATION	28
7	ADDENDA AND PROPOSAL FORM	29
8	DISPUTE RESOLUTION CLAUSE	29
9	FAIR LABOR STANDARDS ACT – “HOT GOODS”	30
10	PUBLIC ENTITY CRIMES	30
11	FEDERAL DEBARMENT CERTIFICATION	30
12	DRUG-FREE WORKPLACE CERTIFICATION	31
13	COPYRIGHTS	31
14	PATENTS	31
15	REFERENCES	32
16	PRICING	33
17	PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS	34

1 OVERVIEW

- 1.1 **Purpose:** Burns Science and Technology Charter School Inc., hereafter referred to as the "School" or "Burns Sci-Tech", is seeking proposals from qualified firms to establish a "cost" plus fixed delivery fee per case annual contract with the School for a primary distributor to deliver food and non-food products to individual charter schools throughout Florida, participating in USDA National School Lunch Program (NSLP) and National School Breakfast Program (NSBP). The School has been formed to assist charter schools in obtaining quality items for a reasonable price.
- 1.1.1 During the tenure of the contract the School will be placing its own individual orders. It shall be the sole responsibility of the ordering charter school to receive, inspect, accept, and pay for its own individual orders.
 - 1.1.2 At times, it may be necessary to add a new member to the School. It shall be understood by the successful Proposer that any new members shall be entitled to order from this contract and shall further be entitled to use the same terms and conditions offered to existing members.
- 1.2 **School Profile:** The School feeds over 1,000 meals each day, lunch and breakfast, to students and staff participating in the NSLP, NSBP and ASSP.

2 EVALUATION OF PROPOSALS

- 2.1 BURNS SCI-TECH expects to consider responses from Proposers who meet the following minimum standards and are able to provide services as to meet the requirements of the School.
- 2.1.1 The Proposer's ability to integrate all of the requested criteria.
 - 2.1.2 Contract representative readily available to service BURNS SCI-TECH on a day-to-day basis. The School reserves the right to approve the contract representative.
 - 2.1.3 Meets the requirements as outlined in "minimum qualifications/ experience".
 - 2.1.4 Able to complete the expected contract term in full compliance with this RFP.
- 2.2 **Weighted Criteria:**
- 2.2.1 The following factors will be considered when evaluating proposals:

Item #	Description	Weight
1	References: Background of the proposer, including professional qualifications, experience in K12 foodservice industry, years in business, and references.	10
2	Capability: Ability to procure, store, and deliver bid items in the volumes necessary to service all charter school sites in the manner described in RFP.	30
3	Cost/Value: Price and cost effectiveness.	40
4	Quality: Proposer's commitment to customer service, flexibility and support.	10
5	Reporting Ability: Monthly usage reports, food safety, recalls, and audits.	10
	Total: (may not necessarily equal to 100):	100

- 2.2.2 The award will be made to the Proposer submitting the proposal with the highest overall point value and that best meets the School's specifications and requirements.
- 2.2.3 A review committee will be established by BURNS SCI-TECH to review and score the proposals submitted. The committee will make a recommendation on which Proposer they selected as being the most advantageous to the School and who is able to provide food and non-food products to individual charter schools as specified herein
- 2.2.4 The selection may be made without discussion with Proposer(s) after proposals are received. Therefore, proposals should be submitted complete with all pertinent information.

2.2.5 Oral presentations and negotiations may be conducted with the highest rated Proposer(s). If an agreement is not reached, negotiations will be terminated. The same process may be conducted with the next highest rated Proposer(s). If agreement is not reached, negotiations may be terminated. This process may continue until an appropriate arrangement has been agreed upon or until all desirable Proposers have been rejected. No Proposer shall have any rights against BURNS SCI-TECH arising from such negotiations.

2.2.6 There will be no interim briefing regarding the status of a particular proposal until evaluation of all proposals is complete.

2.3 **Time Schedule**: The dates below are set for the convenience of the School. BURNS SCI-TECH reserves the right to change the dates below when it is in its best interest. Date changes will be emailed to responding Proposer(s).

August 2, 2024	Last Day to Request Additional Information or Clarification
August 3, 2024	Addendum Issued for Additional Information or clarification
August 8, 2024	Proposal Due Date 4:30 PM
August 9, 2024	Distribution of Proposals to Committee
August 9, 2024	Committee meeting 10:00 AM
August 9, 2024	Committee recommendation of rankings posted at 4:00 PM
August 12, 2024	Award Date

2.4 **Proposal Submission**: In order to maintain comparability and consistency in the review and evaluation of responses, all proposals shall be organized as specified below. All proposals must be written using Arial Unicode MS font type, twelve (12) font size and single space sentence. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please mail one (1) original (hard copy) and one (1) copy on a thumb drive. Please email one (1) electronic proposal to Brent Appy, at the address listed on page 1. BURNS SCI-TECH is not responsible for discrepancies or inconsistencies provided in Proposer responses. Proposals not meeting the requirements below will be determined to be non-responsive. Non-responsive proposals will receive no further consideration.

2.5 **Table of Contents**: Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2.6 **Tab 1 - Cover Letter**: Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. Include the following signed forms:

- 2.6.1 Certificate of Price Determination
- 2.6.2 Addenda and Proposal Form
- 2.6.3 Dispute Resolution Clause
- 2.6.4 Fair Labor Standards Act - "Hot Goods"
- 2.6.5 Public Entity Crimes
- 2.6.6 Federal Debarment Certifications

- 2.6.7 Drug Free Workplace
- 2.6.8 Copyrights
- 2.6.9 Patents
- 2.6.10 Certificate of Insurance
- 2.6.11 Copy of all applicable licensing
- 2.6.12 Summary of proposer's food safety recall procedures
- 2.6.13 Provisions for Non-Federal Entity Contracts under Federal Awards
- 2.6.14 Byrd Anti Lobbying: Certificate Regarding Lobbying
- 2.6.15 Disclosure of Lobbying Activities Form
- 2.6.16 USDA AD 1048 Form
- 2.6.17 Exhibit A: List of Participating Sites/Schools

In this section, clearly demonstrate your Proposer's familiarity with procurement and delivery services.

- 2.7 **Tab 2 - Qualifications:** Summarize the qualifications of the Proposer. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of BURNS SCI-TECH contract.
- 2.8 **Tab 3 - References:** Please provide the three (3) largest accounts or completed projects by filling in the top portion only of the Reference Release Form (Section 15, page 30). You will have to make two copies of the blank form to have three totals. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. The School may contact these references during the evaluation process. BURNS SCI-TECH may utilize other references' information on a Proposer's capability to determine performance history. Negative references, in BURNS SCI-TECH sole discretion, may be cause for disqualification of Proposer.
 - 2.8.1 The School reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.
- 2.9 **Tab 4 - Scope of Services:** The Proposer must acknowledge agreement with the requirements in Section 5; indicate any exceptions to the Scope of Services of the RFP, or alternatives for the School to consider. Summarize your approach and understanding of the services and any special considerations of which the School should be aware. Provide a comprehensive implementation plan.
- 2.10 **Tab 5 - Pricing:** Complete Section 16, page 31, as requested plus Price Response Sheets (Attachment C).
- 2.11 **Tab 6 - Customer Support Services:** Explain your company's policy regarding quality assurance/quality control.
- 2.12 **Tab 7 - Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials to those that will be helpful to the School in understanding the services provided for this specific contract.
- 2.13 **Proposal Format:** All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements will deem your proposal non-responsive.

- 2.14 **Public Record:** Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The School reserves the right to make any final determination of the applicability of the Public Records Law.
- 2.15 **Questions:** Any Proposer with additional questions or in doubt as to the true meaning of any part of this RFP or related document(s) may submit a written request for clarification to the contact person indicated on page 1 via email, no later than the "Last Day to Request Additional Information or Clarification" identified in Section 2.3 Time Schedule. Any interpretation to a Proposer shall be made only by addenda duly issued. Addenda will be issued and emailed to interested proposers on August 3, 2024.
- 2.15.1 The email request must contain the Proposer's name, address, telephone number, and facsimile number.
- 2.15.2 Prior to submitting the proposal, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, acknowledge it in Section 8, page 32, for attachment to their proposal.
- 2.16 **Addenda:** BURNS SCI-TECH will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 2.17 **Proposal Due Date:** BURNS SCI-TECH will receive sealed proposals until the date and time indicated on the cover sheet. Proposals must be delivered at the stated address and receipt will be recorded at the stated date and time. Proposals received in unidentifiable envelopes are sent at the Proposer's risk and BURNS SCI-TECH will assume no responsibility as to receipt. Proposals received after the date and time indicated on the cover sheet will be date and time stamped received and returned to the Proposer. It will be the Proposer's responsibility to get the proposal to the correct location and on time.
- 2.17.1 An officer of the company who is legally authorized to enter into a contractual relationship in the name of the Proposer or business entity must sign the proposal.
- 2.18 **Purchase Order:** The award of the proposal shall not constitute an order. Before any shipments are made, Proposer must receive a purchase order from each participating charter school delivery location. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.
- 2.19 **Tie Proposal:** In the event of a "tie" proposal, award will be decided in the following descending order until the "tie" proposal has been resolved:
- 2.19.1 Business that certifies that it has implemented a drug-free workplace in accordance with the provision of Florida Statute 287.087;
- 2.19.2 Flip of a coin.
- 2.20 **Contract Award:** Recommended award will be posted for review by interested parties on Friday, August 9, 2024, on each school's websites.
- 2.20.1 RFP tabulations, recommendations, or notices will not be automatically mailed/emailed.
- 2.21 **Protest:** 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.

3 GENERAL TERMS AND CONDITIONS

- 3.1 **Rejection of Proposal:** BURNS SCI-TECH, at its sole and absolute discretion, may reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the proposals received as a result of this RFP. BURNS SCI-TECH also reserves the right to request clarification of information from any Proposer(s).
- 3.2 **Proposal Cost:** All expenses involved with the preparation and submission of proposals to BURNS SCI-TECH, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.
- 3.3 **Oral Presentations:** BURNS SCI-TECH may require qualified Proposer(s) to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Proposers will be notified of the date(s) and time(s) of any such oral presentation(s), if needed.
- 3.4 **Formal Contract:** This RFP and the related responses of the selected Proposer will constitute the basis of the formal contract between the Proposer and BURNS SCI-TECH. No modification of this RFP, except by addendum issued by BURNS SCI-TECH, shall be binding on BURNS SCI-TECH.
- 3.5 **Appropriation of Funds:** It is understood and agreed between the parties hereto that the School shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, the School shall notify the awarded vendor of such occurrence and this RFP shall terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to the School of any kind whatsoever.
- 3.6 **Conflict of Interest:** The award made pursuant to this RFP is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the School. Further, all Proposers must disclose the name of any BURNS SCI-TECH employee(s) who own directly, or indirectly, an interest of five (5%) percent or more in the Proposer or any of its branches or subsidiaries.
- 3.7 **Florida Sunshine Law:** Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 3.8 **Discrimination:** There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.
 - 3.8.1 Any Proposer or affiliate who has been placed on the Florida State's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity.
- 3.9 **Failure to Contract:** Should any Proposer fail to enter into a contract with BURNS SCI-TECH on the basis of the submitted proposal by said Proposer, Proposer acknowledges that Proposer shall be liable to the School for the difference between such bid price and the price BURNS SCI-TECH pays to secure the merchandise from another source.
- 3.10 **Legal Venue:** Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Volusia County, State of Florida. The laws of the State of Florida shall govern this transaction. The Proposer or awarded vendor agrees that any and all notices, pleadings, and processes may be made by serving two (2) copies of the same upon the District Court, Volusia County, Florida, and by mailing, by return mail, an additional copy of the same to the Proposer or awarded vendor at the address shown herein. Service shall be considered as valid personal service and judgment may be taken if, within the time prescribed by Florida Law or Rules of Civil Procedure, Appearance, Pleading, an answer is not made.
- 3.11 **Withdrawal of Proposal:** No Proposer may withdraw their submittal for a period of one hundred twenty (120) days after the date of opening, unless authorized by BURNS SCI-TECH.
- 3.12 **Accounting and Invoicing:** BURNS SCI-TECH complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 30 days from the date of delivery or the receipt of

satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All accounting and invoicing correspondence must reference a BURNS SCI-TECH purchase order number.

3.12.1 Once awarded, each school will submit an approved purchase order to its assigned vendor before accepting or processing an order. No other version of a purchase order is acceptable. Approved purchase order will be valid for the dates as assigned by the accounts payable representative.

3.12.2 Invoices must be generated the date of delivery and include school name, school ID, shipping address and billing address listed in 3.13.3. (below)

3.12.3 All vendor invoices must be submitted bi-weekly or monthly for prompt payment to the following address:

Burns Science and Technology Charter School, Inc.
160 Ridge Road
Oak Hill, FL 32759

3.12.4 Alternatively, invoices may be sent via email to school accounts payable representative on a bi-weekly or monthly basis. The accounts payable representative is the primary billing contact. It is recommended the school principal and/or food service staff be copied on the billing communication email.

3.13 **Credits:** The successful vendor shall agree to accept, for full credit, the return of any item which is found by the cafeteria manager to be defective in quality, expired, or defective in packaging so as to render the item unusable for its intended purpose.

3.13.1 Products rejected at delivery are to be credited by marking through the individual product on the original invoice. Both the cafeteria manager and the delivery person will initial the changes. The cafeteria manager will adjust the invoice by subtracting the value of the rejected product from the total due. For price discrepancies or product found to be defective after the delivery, the successful vendor will issue a credit memo. The credit memo shall reference the original invoice number and be issued within 5 business days of request.

3.14 **Certificate of Insurance:** BURNS SCI-TECH, being representative of all charter schools listed on Attachment "A", must be listed as additional insured on the certificate. Certificates with the valid endorsement shall be provided to BURNS SCI-TECH or designee, within two (2) weeks of the contract award. Listed as follows:

Burns Science and Technology Charter School, Inc.
160 Ridge Road
Oak Hill, FL 32759

BURNS SCI-TECH may award the next rated vendor for failure to comply with this item. The awarded vendor shall have, prior to performance, a certificate of insurance showing:

3.14.1 *General Liability:* Liability \$1,000,000 minimum, and Property \$1,000,000 minimum or \$5,000,000 combined single limit (CSL), in lieu of above.

3.14.2 *Automobile Liability Insurance:* The awarded vendor shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one hundred thousand (\$100,000) dollars per claimant, one million (\$1,000,000) dollars per occurrence, or five million (\$5,000,000) dollars combined single limit (CSL).

3.14.3 *Workers' Compensation Insurance:* The Awarded vendor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is sublet, the Awarded vendor shall

require the sub-contractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees, unless such employees are covered by the protection of the Awarded vendor. Awarded vendor also agrees to supply evidence of such coverage with the submission of this proposal. Awarded vendor agrees to indemnify and hold harmless schools and facilities from and against any and all liability, which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of the negligence of the School, its agents, or employees.

- 3.15 **Indemnification**: Upon notification of award, the Awarded vendor shall indemnify and hold harmless the School as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of the School as set forth in Florida Statutes.
- 3.16 **Trade Secrets**: All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.
- 3.17 **Safety**: The School will monitor and enforce compliance by all Awarded vendors and sub-contractors that provide services and/or products to the School.
- 3.17.1 It is the intent of the School that all awarded vendors and sub-contractors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to School operations. The awarded vendor may be required to supply a written copy of their Safety Program/Manual for review after contract award. Periodic review of the Awarded vendor's safety manual and operations may be conducted. The Awarded vendor and their employees, including sub-contractors, performing work under the terms of this contract will follow safe working practices at all times, as well as comply with all Federal, State, Local, and School safety policies and procedures. This includes the operation of vehicles and equipment on School owned property. Any accidents, injuries, or incidents occurring on School property shall be immediately reported to the School.
- 3.18 **Material Safety Data Sheets (MSDS)**: In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have published *Material Safety Data Sheets*. For all sanitation items in Group B on the Price Response Sheets, BURNS SCI-TECH requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. Each MSDS must be written in English and Spanish and include information regarding the specific chemical identify of the hazardous chemical(s) involved and the common names. One (1) copy shall accompany the product shipment and the other copy must be sent to: BURNS SCI-TECH., Attn: Brent Appy, 160 Ridge Road, Oak Hill, FL 32759.
- 3.19 **Assignment**: Successful Proposer, whether under separate contract or not, shall not assign any part or whole of this bid or agreement to another party, subcontractor, or company nor shall they assign any money due or to become due to them hereunder, without the previous written consent of BURNS SCI-TECH. BURNS SCI-TECH may transfer this contract to any successor performing the same functions. Both parties acknowledge that BURNS SCI-TECH may transfer any or all of its interest in this contract to any successor of BURNS SCI-TECH.

4 SPECIAL PROVISIONS

- 4.1 **Contract Term/Option to Renew**: The initial term of the contract shall be for a one (1) year period following approval.
- 4.1.1 **Initial Term**: The initial term of the contract shall be from August 12, 2024 through August 11, 2025. The anticipated award date is August 12, 2024.

4.1.2 **Renewals:** This contract may be renewed for four (4) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty (120) days prior to expiration of this contract.

- This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.
- Upon mutual agreement, this contract may be renewed beyond the four (4), one-year periods for a period not to exceed 180 days

4.1.3 **Fixed Fee Price Escalation:** The fixed delivery fee per case shall be firm against any increase for at least one (1) year from effective date of this proposed contract. After this date, the fixed fee per case will be evaluated annually when program review is conducted (see Section 6.6). Any proposed product price escalation by vendor at time of program review will need to be based on pertinent market data/indexes. Price de-escalation may be offered to, or requested by, BURNS SCI-TECH at any time during this contract.

BURNS SCI-TECH reserves the right to accept or reject within thirty (30) days after the request for a fixed fee price increase. If the price increase is approved, the price will remain firm for at least one (1) year from the date of the increase. Price de-escalation may be offered to BURNS SCI-TECH at any time during this contract.

4.2 **Contract Termination:** This contract may be terminated in whole or in part when it is in the best interest of BURNS SCI-TECH. Notification of termination must be in writing and issued by the School or designee. Written notice of such termination will be provided not less than thirty (30) days prior to the date that such termination is to be effective, or with such lesser notice as BURNS SCI-TECH may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to BURNS SCI-TECH. In the event BURNS SCI-TECH shall elect to terminate this contract in whole or in part without cause, BURNS SCI-TECH shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awarded vendor agrees to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awarded vendor shall have no further rights, and BURNS SCI-TECH shall have no further obligation to the Awarded vendor, subsequent to the date of termination of this contract as specified in the written notice.

4.2.1 Should it become necessary for BURNS SCI-TECH to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.

4.3 **Residual Inventory at Contract Termination:** Because of the nature of this RFP, the awarded distributor may be required to stock items not normally maintained in inventory. These items are termed, "Special to the Contract". Thus, in the event that a Distributor should not be successful in securing the contract for the next period or if the contract is otherwise terminated, the School will purchase items designated "Special to the Contract" at the most recent contract cost(s) as approved by the School. Purchases of this type are limited to a 30-day supply as determined by BURNS SCI-TECH. BURNS SCI-TECH must be provided with an in and out inventory report, of items "Special to the Contract", going back at least 60 days prior to the date of contract termination. This report shall indicate receipts and drawdowns to arrive at ending quantities. Purchase of residual inventory stock will apply only to those items that are undamaged and currently dated and not in inventory as the result of an unusual large order being placed without BURNS SCI-TECH approval during the period subsequent to the award of a new contract. This requirement may be voided if the contract is terminated by the distributor or is terminated for cause by the School.

4.4 **End of Contract Inventory Transfer:** At the end or termination of this contract, it is the incumbent Distributor's responsibility to transfer and deliver any inventory consigned to the School to the "new Distributor", at no cost to BURNS SCI-TECH. The new Distributor will accept all deliveries of

inventory for all products that are undamaged and currently dated. Damaged and/or expired products will not be accepted by the “new Distributor.”

- 4.5 **Minimum Qualifications/Experience:** Proposers must have the capacity to procure, store and deliver merchandise requested in this RFP in the volumes necessary to efficiently administer the provisions of any resulting contract. The facilities and operating practices must, at all times, be in compliance with all Federal laws, as well as all State and local statutes, regulations and ordinances. The Awarded vendor shall maintain a current business license. The Awarded vendor shall keep current all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awarded vendor shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. BURNS SCI-TECH reserves the right to request documentation at any time during the contract period.

4.5.1 Proposer(s) shall include a copy of all applicable licensing with their proposal.

- 4.6 **Inspection of Proposer's Facilities:** The School reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract and anytime during the duration of the contract.

- 4.7 **BURNS SCI-TECH Facility Security:** All personnel must coordinate with the facility's front office or security personnel. Awarded vendor's employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

4.7.1 It shall be the sole responsibility of the Awarded vendor performing services for this contract to safeguard their own materials, tools, and equipment. BURNS SCI-TECH shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

- 4.8 **Jessica Lunsford Act:** To comply with § 1012.465 and 1012.467, Florida Statutes, the “Jessica Lunsford Act”, all vendors meeting any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, (iii) have access to or control of school funds, will be required to be Level II fingerprinted and screened which consists of a FDLE/FBI search, all individuals will be required to have the statewide JLA badge. Successful distributor will be required to submit copies of JLA badges, within ten (10) days of award, for all drivers/employees who will be delivering to BURNS SCI-TECH sites.

4.8.1 If no personnel meet any of the above criteria, the law does not apply and no action is required.

4.8.2 BURNS SCI-TECH will accept either, the use of the “six (6) foot fence” rule or JLA statewide badges. Contract employees who work, and at all times remain, in an area separated from students by a chain link fence that is at least six feet high, will not be subject to fingerprinting and background screening requirements. Contractors to whom this exception applies will be responsible for maintaining the required fence and for ensuring that workers do not enter any part of the school site which is beyond the fence. Failure of the Contractor to meet this requirement will void the Contractor's exemption.

- 4.9 **Contractor's Personnel:** Contractor's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any BURNS SCI-TECH facility.

4.9.1 Qualifications of new or additional people working under this contract will be submitted to the School, in writing, for approval prior to conducting any service under this contract. Awarded vendor will provide a list of all employees who will be working under the current contract, any additional personnel, and back-up personnel for each function.

4.9.2 Employees shall wear a recognizable uniform. No hats shall be allowed indoors. Each employee performing work for BURNS SCI-TECH must carry a picture ID issued by the

State of Florida (driver's license or State issued ID) that shall be presented upon request while on BURNS SCI-TECH property. This provision will be strictly enforced.

- 4.9.3 All participating charter school locations are tobacco-free campuses. The use of tobacco products, including smokeless tobacco, is not permitted on school grounds.
- 4.9.4 Awarded vendor(s)'s personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
- 4.9.5 The Awarded vendor(s) shall not use any Day Labor or temporary workers at any BURNS SCI-TECH facility. This includes all personnel that are added subsequent to award. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.
- 4.9.6 The employment of unauthorized aliens by any Vendor is considered a violation of Section 247 A (e) of the Immigration and Nationalization Act. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.
- 4.9.7 Possession of firearms will not be tolerated on BURNS SCI-TECH property; nor will violations of Federal and State laws and any applicable BURNS SCI-TECH policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this RFP.
- 4.9.8 "Firearm" shall mean any weapon (including a starter gun or antique firearm) which can, 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 device; or any machine gun.
- 4.9.9 No person who has a firearm in their vehicle may park their vehicle on BURNS SCI-TECH property.
- 4.9.10 If any employee of a Vendor or Sub-contractor is found to have brought a firearm on BURNS SCI-TECH property, said employee will be terminated from the BURNS SCI-TECH contract by the Vendor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor's agreement with the Vendor for BURNS SCI-TECH contract shall be terminated. If the Vendor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Vendor's agreement with BURNS SCI-TECH shall be terminated.
- 4.10 **Contract Administration:** BURNS SCI-TECH will periodically inspect services rendered to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Distributor shall be notified as follows:
 - 4.10.1 An initial notification requiring that any discrepancies, inconsistencies, or items not meeting the specifications herein, are to be corrected immediately at no additional cost to BURNS SCI-TECH. The notification will require a written response from the Distributor to describe the steps to be taken to correct the noted deficiencies.
 - 4.10.2 A second discrepancy notice shall serve as notification that the discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Distributor's right to proceed further with the provision of products and/or services rendered. In such event, the Distributor will be paid only for services rendered. The Distributor and their sureties may be liable to BURNS SCI-TECH for any additional cost incurred by BURNS SCI-TECH to complete the job. At this point, the Distributor shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by BURNS SCI-TECH.
- 4.11 **Contractor Default:** Failure of the Awarded vendor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract, at the discretion of the School.
- 4.12 **Award Upon Cancellation:** Upon cancellation of any ensuing agreement, the School reserves the right to award the contract to the responsible Proposer offering the next highest rated proposal to

the School for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in the School's best interest.

5 SCOPE OF SERVICES

5.1 The School is seeking proposals from qualified firms to establish a “cost” plus fixed delivery fee per case annual contract for a primary distributor to deliver food and non-food products to individual participating charter schools, throughout Florida, for use in the National School Lunch Program (NSLP) and National School Breakfast Program (NSBP). The successful proposer will be responsible for, but not limited to:

5.1.1 Offer a fixed delivery fee per case for delivered product.

5.1.2 Competitively procure items listed in Attachment C as well as any additional product(s) requested by BURNS SCI-TECH.

5.1.3 Deliver weekly to all sites listed in Attachment A.

This request for proposal contains the following three (3) groups for pricing. All products within each group must be competitively bid, the acceptable brand or equal product where requested, and sold to the School in accordance with section 5.16. Only one manufacturer’s brand and code number may be bid for each item. The brand specified on the price response sheets shall be the product that will be delivered.

Group A – Cooler, Dry Storage, and Frozen Foods

Group B – Paper and Sanitation Products

Group C – Open Market Cost Items

5.2 **Submittal of Proposal:** Qualified Proposers must submit a cost price and fixed delivery fee per case or broken delivery fee to deliver items in Groups A, B, and C on the Price Response Sheets (Attachment C). For instructions on how to complete price response sheets, refer to Attachment B.

5.3 **Award:** To be considered for an award, Proposers must bid on all items in each group on the Price Response Sheets (Attachment C) and be able to service ALL charter school delivery sites listed in Attachment A.

5.4 **Estimated Annual Combined Expenditure:** The School estimates that annual purchases will be an approximate value of \$300,000. This is representative of historical purchases for a 12-month period. Estimated usage on individual bid items is based on historical purchases for a ten (10) month period. It shall be understood by all parties concerned that any contract established as a result of this request for proposal will not obligate BURNS SCI-TECH to receive any quantity less than or in excess of actual requirements. There will be no stipulation of a minimum order for any bid item.

5.5 **Distributor Relationship:** Under the arrangements of this contract the successful vendor must “look out” for the best interest of BURNS SCI-TECH with respect to the following but not limited to:

- Make purchases of specified bid items at the lowest price (including freight)
- Interface with packers on problems relating to products and quality
- Provide, in a timely manner, weekly and/or monthly pricing for open market cost items in Group C
- Provide, in a timely manner, the necessary documents for product usage and price changes
- Communicate effectively and in a timely manner with BURNS SCI-TECH and/or their designee with respect to shortages, errors, pricing mistakes, ordering issues, and delivery problems
- Pass onto individual charter schools all manufacturer’s discounts and allowances as described in Section 6.19

5.6 **Program Review:** The parties shall conduct, at minimum, semi-annual reviews to discuss and monitor the implementation of this contract and evaluate ways of improving its day-to-day operation

and achieving operational and cost efficiencies. Participants in such reviews shall include representatives from BURNS SCI-TECH together with representatives from the distributor.

5.7 **New and/or Additional Products:** It is the intent of BURNS SCI-TECH to meet with the contract representative periodically to evaluate any new and/or additional products. New products must be tested and recommended by BURNS SCI-TECH prior to shipment. Any requests for new and/or additional products introduced by Distributor must include product specification with pricing and data sheets for review and consideration.

6.8.1 It is the desire of BURNS SCI-TECH to have awarded distributor host one or two annual trainings at their facility for charter school sites and a “mini” food show once per year to present new products to the School that meet NSLP/NSBP requirements.

5.8 **Contract Representative:** A contract representative who is responsible for handling and resolving **all** contract related issues will need to be assigned by the vendor. A local or toll-free phone number and email address must be provided. The representative shall be required to be available between 7:00 am and 4:00 pm, Monday through Friday except school holidays or closing days.

5.8.1 The contract representative shall provide exceptional customer service to the School to include, but not limited to: Coordinate the ordering, pricing and delivery of all products, as well as assist in selecting and managing products for all menus. Screen orders once submitted, discuss orders with individual charter school site managers, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery, and screen invoices for shortages, errors and pricing mistakes. The contract representative shall also be responsible for effectively interacting with individual charter school site managers, BURNS SCI-TECH administrative staff, and/or their designee.

Contract Representative: _____

Local or Toll-Free Number (_____) _____

Email address: _____

5.8.2 Awarded vendor will also need a contact representative who will submit weekly and/or monthly item price increases to the School or their designee. This representative may or may not be the contract representative stated above but one who needs to be available between 7:00 am and 4:00 pm Monday through Friday, or whenever deemed necessary by the School.

Contract Representative: _____

Local or Toll-Free Number (_____) _____

Email address: _____

5.9 **Delivery:**

5.9.1 The successful vendor will provide a written delivery schedule four (4) weeks prior to the beginning delivery date. The anticipated beginning delivery date in August 2024 will vary by county. Successful proposer will be required to contact each charter school site manager, prior to creating written delivery schedule, to discuss a weekly delivery day and time that is acceptable. School calendars will be provided to the successful vendor upon award of bid.

5.9.2 During the regular school year BURNS SCI-TECH will require multiple weekly deliveries. Deliveries shall be completed Monday through Friday, except school holidays or closing days. It is the intent of the School to give schools the option of a nightly “Key Drop” delivery or during the day. If a Key Drop is chosen, all food safety and security requirements will be required prior to the first delivery. When school holidays fall on a scheduled delivery day, deliveries shall be made either on the next school day, or the prior school day. Any and all delivery schedule changes must be submitted in writing, at least two weeks in advance, to the charter school site manager for approval prior to implementation.

- 5.9.3 Deliveries made outside established delivery time frames, without prior approval from charter school site manager, shall not be tolerated and are considered to be reason for contract termination.
- 5.9.4 Excessive late deliveries may be cause for contract cancellation.
- 5.9.5 All delivery personnel, i.e. drivers and helpers, must sign in and out on the "Visitor's Log" in the cafeteria at each school site at the time of delivery. Drivers and their helpers shall deliver merchandise into designated areas at each school. Key Drop drivers are required to place all merchandise into designated areas. No items are to be left outside its proper storage area.
- 5.9.6 All products must be in prime condition at time of delivery and delivered under clean and sanitary conditions. Deliveries are to be made in trucks which are capable of maintaining frozen products at 32 degrees Fahrenheit or below; refrigerated products at 35-40 degrees Fahrenheit; and dry products that are clean, dry with no or minimal damage to packaging, not to be deemed often or excessive.
- 5.9.7 At time of delivery, produce must be top quality, fully mature and in good commercial condition with regard to the appropriate texture, juiciness and firmness in accordance with its type and varietal attributes. Unless otherwise indicated, all whole fruits and vegetables must have less than five percent (5%) decay at point of acceptance. Processed produce items must have less than three percent (3%) decay at point of acceptance. If excessive spoilage is noted, the product will be rejected and must be replaced within 48 hours, or full credit must be given. Unless otherwise specified, produce must be U.S. No. 1 grade. Produce items that are prepackaged and date coded must have a minimum of ten (10) days remaining on the expiration/date code at time of delivery. All produce items shall be delivered fresh, free of dirt, sand or other foreign materials and packed in clean cartons/crates.
- 5.9.8 Special or intermediate deliveries will be required if any bid item is out of stock or the vendor fails to deliver the product on a regular scheduled delivery; in that case re-delivery shall be made within 48 hours. If the vendor delivers an unsatisfactory product that is returned for credit, re-delivery of acceptable product shall be made within 48 hours.
- 5.10 **Receiving:** The site manager or designated receiver is required to verify prices, total quantities and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. Under no circumstances shall the successful bidder sell unapproved items or items not on the bid to school sites. Invoices/delivery tickets for unapproved products sold without prior approval from the School shall not be paid.
- 5.10.1 Products rejected at delivery are to be individually credited by marking through the individual product on the original invoice/delivery ticket. Both the site manager and the delivery person will initial the changes. The site manager will adjust the invoice/delivery ticket by subtracting the value of the rejected product from the total due. For price discrepancies or product found to be defective after the delivery, within 5 business days, the vendor will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket number and be issued within 5 business days of request.
- 5.11 **Definition of Cost Pricing:** Distributor's cost shall mean the awarded price or otherwise the invoiced cost (net of any manufacturer's promotional allowances reflected on the manufacturer's invoice and not reduced by cash discounts, performance bases incentives and marketing fees for services provided to suppliers). Refer to Section 6.19 "Discounts and Allowances" for additional information.
- 5.11.1 After the opening of proposals, BURNS SCI-TECH will review each item and it's pricing. Compliance with all instructions and specifications will be reviewed in order to ascertain that the offer is made in accordance with the terms of this request for proposal. If any errors in calculations are found, BURNS SCI-TECH will adjust the total delivered cost figure accordingly.

- 5.12 **Decimals and Rounding**: Rounding of bid unit cost and total extended cost must be rounded to two digits.
- 5.13 **Freight**: Invoiced freight costs associated with the delivery of product to the vendor's warehouse should be included in the vendor's cost of the item.
- 5.13.1 Invoices that reflect additional freight charges to individual charter school sites will not be paid. The site manager will adjust the invoice/delivery ticket by subtracting the freight charge from the total due.
- 5.14 **Fuel Surcharges**: The fixed delivery fee per case shall be firm against any increase for at least one (1) year from effective date of this proposed contract.
- 5.15 **Pricing**: Qualified distributors must propose a unit cost, *to include all incurred costs associated with products*, on all bid items listed on the Price Response Sheets (Attachment C).
- 5.15.1 **Fixed delivery fee per full carton**: A single fixed delivery fee shall be quoted per shipping carton. The fixed fee shall be bid in dollars and cents, and **NOT** as a percentage (%). The distributor's fixed fees shall include **ALL** overhead, profit, fuel, freight and handling charges, and F.O.B. Destination. The fixed delivery fee per full carton shall remain firm for at least one (1) year from effective date of this proposed contract.
- 5.15.2 **Delivery fee for less than case lot quantities**: The fee for broken cases shall be prorated based on the number of units ordered from the full case. The School will keep broken cases to a minimum. The fee for less than case lot quantities will be prorated in accordance with the size of the case. For example, the delivery fee for one box packed 12 boxes per case will be 1/12 of the fixed delivery fee per full carton. Bid items for broken cases are indicated with asterisks (* *) next to the description on the Price Response Sheets (Attachment C). If Proposer wishes to offer a pack different from that specified, state the size being offered.
- 5.15.3 **Pack size**: If a pack size decreases during the specified costing period, the fixed fee per full case must be prorated. For example, if a pack size of 48 units was specified and bid, and the pack size subsequently changes to 24 units, the fee for the 24-pack case will be ½ the fee for the 48-pack case. Should the pack size increase, the fixed fee shall remain the same and not change. The School will require proof from the manufacturer that the pack size is changing.
- 5.15.4 **Group A and Group B**: Cost pricing for bid items in Group A and Group B must be firm from the beginning of the contract term until December 31, 2024. See Section 5.18, Notice of Price Changes.
- 5.15.5 **Group C**: Cost prices for bid items in Group C may vary, weekly or monthly, depending on market conditions. Initial estimated bid unit cost for items in Group C shall be based on market conditions for the week of May 4, 2024.
- When cost effective, the School would like to menu and serve locally grown/raised agricultural produce to students and staff. The successful proposer shall submit and recommend seasonal "Fresh from Florida" produce items to BURNS SCI-TECH a minimum of sixty (60) days in advance of month(s) they are available.
- 5.16 **Subsequent Price Solicitations (Group A and Group B)**: At the end of the initial pricing period and thereafter every six-month period, prices on items may increase or decrease. The successful distributor must re-solicit pricing or accept a six-month extension of price from manufacturers on items currently being used. Prices that have been extended by the manufacturer need not be re-bid unless there is an indication that market prices have decreased or as directed by BURNS SCI-TECH. The distributor may petition for price increases every six months based upon published third-party market indicators. Price changes are effective the first day of each six-month interval (July 1st and January 1st). Distributor cannot institute a price increase without prior approval by the School or documentation of proof from the manufacturer.

5.17 **Petition Procedures for Price Increases (Group A and Group B):** The successful distributor may petition for price increases once every six months or based on an emergency created by unusual market conditions. A third-party market indicator supporting the request for any and all price increases must be submitted with the written request to increase pricing. Petitions for price increases must be based on the cost of product only, the per case fee will remain the same. Petitions for increases may not be greater than the percentage increases in market publications.

5.18 **Notice of Price Changes (Group A and Group B):** The vendor shall submit all six-month price changes utilizing the approved School price change form (will be provided to successful vendor). Price changes must be submitted a minimum of thirty (30) days prior to the effective date. Manufacturer's quotes from all solicitations must be attached to price change form(s). Price changes will not be accepted unless form(s) are accurately completed and submitted to the School and designee in a timely manner along with manufacturer's quotes.

- Successful distributor is not allowed to change pricing on any items in Groups A and B outside of six-month price periods without written approval from the School. Charter schools' sites will check weekly invoices frequently for compliance.
- Payment for weekly invoices that do not match bid pricing for the cost period will be held until credit memos are issued accordingly.

5.19 **Discounts and Allowances:** Manufacturer invoices that reflect promotion allowances (i.e. one free with ten) and/or bid allowances shall be to the benefit of the School. Cash discounts, label allowances and buying group rebates or allowances shall also accrue to the benefit of the School.

5.19.1 **Allowable Costs:** Allowable costs will be paid from the nonprofit school food service account to the distributor net of all discounts, rebates and other applicable credits accruing to or received by the distributor 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; (ii)(A) The distributor 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 (B) The distributor 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; (iii) The distributor's determination of its allowable costs must be made in compliance with the Departmental and Program regulations and Office of Management and Budget cost circulars; (iv) The distributor 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 distributor to report this information on a less frequent basis than monthly, but no less frequently than annually; (v) The distributor 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 (vi) The distributor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

5.19.2 **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 distributor receiving payments in excess of the distributor's actual, net allowable costs.

- 5.19.3 Notification of Incentives: The distributor must bring to BURNS SCI-TECH and designee attention all rebates, incentives or any other form of discount which in effect lowers cost to the distributor. The distributor must pass on to the BURNS SCI-TECH fair compensation for rebates or bill-backs from manufacturers.
- 5.20 **Purchasing Practices/Bill Backs**: The primary role of the Primary Distributor is to purchase food and non-food products on behalf of the School. Purchases must be made on a competitive basis and in the most effective manner. The successful vendor must accept manufacturer's rebates/discounts/allowances and pass these onto the School for the purpose of lowering costs. The vendor cannot accept rebates or bill backs from manufacturers, which in effect lowers cost prices to the vendor but not the School. To do so would be grounds for disqualification under this contract.
- 5.21 **Product Standards**: When an acceptable brand is mentioned, it is not the intent of BURNS SCI-TECH to discriminate against any "equivalent" product of another manufacturer, but it does define a minimum specification for the product. In the absence of an acceptable brand, the proposer should bid a manufacturer's brand that meets or exceeds the item requirements. Only one manufacturer's brand and code number may be bid for each item.
- 5.22 **Product Information**: Product specification sheets with meat and/or grain meal component crediting will be required by BURNS SCI-TECH for each food item on the Price Response Sheets. (Attachment C) after award. If crediting information is not available, manufacturer's statements are required.
- 5.23 **Inventory Levels**: The successful proposer shall order supplies from sources in economical quantities and maintain inventories at ample levels to prevent out-of-stock situations
- 5.23.1 Inventory Reports: An excess inventory report shall be submitted monthly to the School and designee. If these reports are not supplied within 30 days after month end, the School will not take responsibility for any expired or excess inventory during the contract term or at the end of the contract period.
- 5.23.2 Items "Special to the Contract": The successful proposer must pick-up and purchase at current contract cost(s), any items deemed by the School as "Special to the Contract" from the previous distributor. No fees for pick-ups are allowed. All pick-ups must be completed by August 14, 2024.
- 5.24 **Item Substitutions, Additions, and Changes**: Product substitutions due to out-of-stock situations should be held to an absolute minimum. Each item that is delivered must be the acceptable brand or equal, pack and size that is quoted on the Price Response Sheets (Attachment C). If the successful vendor is temporarily out-of-stock of a particular bid item, they must deliver an equal or superior product at an equal or lower price with approval from the School. All outages must be submitted to the School, designee and charter school cafeteria managers within a minimum of 24 hours prior to delivery. The fact that a substitute is being made should be clearly stated on the invoice/delivery ticket. An excessive occurrence of out-of-stock items may be cause for contract cancellation.
- 5.24.1 For substitutions to be considered for discontinued items, the School will require proof from the manufacturer that the item is no longer available. Written notification to either the vendor or School and designee is required for deleted items within 60 days of discontinuation.
- 5.24.2 Under no circumstances shall the successful vendor sell unapproved items or items not on the bid to school sites. (excluding substitutions as stated in 5.24.1) Invoices for products sold without prior approval from the School shall not be paid
- 5.24.3 BURNS SCI-TECH reserves the right to add, delete, or change bid items throughout the contract period. New items will be added via the following approved steps:

- New items being considered must be “tested” prior to being added to the menu. All “tested” items will be distributed to designated charter schools at no charge.
- Upon completion of the student taste testing, the School will notify both the manufacturer and the distributor to establish potential delivery dates.

5.24.4 The School will submit new/change item request(s) to distributor a minimum of sixty (60) days prior to placing them on school menus.

5.25 **Audits:** On-site audits of selected items will be conducted a minimum of once per year to monitor conformance to contract pricing. An independent auditor chosen by the School will select the items to be audited. Initial and subsequent price solicitations will be reviewed. The awarded vendor must maintain records of all documentation regarding prices within this contract and any and all price changes until they have been audited. The School may withhold up to 10 percent of the final payment for the contract period until all audits are completed. Audits that reveal when the distributor has either overcharged or undercharged BURNS SCI-TECH will be treated as follows:

5.25.1 **Overcharges:** When an invoice from a supplier/packer reveals that the price of a product delivered to the distributor’s warehouse is less than the quoted cost, a credit will be due on each carton delivered at the incorrect price. The credit shall be provided within 30 days of the close of the month in which the audit took place. The credit shall be made in the form of a check made payable to the charter school that incurred the overcharge.

5.25.2 **Undercharges:** Whenever an invoice from a supplier/packer reveals that the price of a product delivered to the distributor’s warehouse is more than the quoted cost, a debit to the school School’s account will not be permitted without prior approval from the School or their designee.

5.26 **Ordering Requirements:** The School intends to utilize an online ordering system, if available, that is provided by the successful vendor. Proposer should furnish with their proposal details of any automated order entry system available for use by the School. The successful vendor shall provide any necessary training to BURNS SCI-TECH staff and charter school managers in order to implement the online ordering system at no charge to BURNS SCI-TECH. There shall be no charge to the School for using vendor’s online ordering system. If no online ordering system is available, or at the discretion of the School, the successful vendor shall be required to furnish order guides (pre-printed) to all delivery sites. Order guides shall be used for the transmittal and/or recording of orders. Orders for all charter schools shall be submitted to the successful vendor at an agreed upon time and method between the distributor and each delivery site. The School reserves the right for site managers to revise as necessary, an order no later than 11:00 a.m. two days in advance of delivery, or another designated time and day agreed upon by both parties.

5.26.1 There will be no stipulation of minimums for any item or order.

5.27 **Reporting Requirements:** The successful bidder will be required to submit two (2) monthly usage reports to BURNS SCI-TECH and designee.

5.27.1 A usage report which will indicate total monthly usage for each item delivered to individual charter schools. The report shall include the following: distributor item number, product description, pack, brand name, total quantities purchased, as purchased, in their actual delivered unit (i.e., case or broken case unit), individual cost and total-cost extended cost for each item.

5.27.2 A total **consolidated** monthly usage report for each item delivered BURNS SCI-TECH. The report shall include the following: distributor item number, product description, pack, brand name, total quantities purchased, as purchased, in their actual delivered unit (i.e., case or broken case unit), individual cost and total-cost extended cost for each item.

5.27.3 Reports must be submitted to BURNS SCI-TECH and designee by the 15th day of each month for the previous month’s deliveries. Failure to do so may result in contract cancellation.

5.28 **Quality Control:** Quality Control issues regarding items such as poor service, product quality, and/or possible contamination will be communicated to the successful vendor via email by BURNS SCI-TECH. Quality Control matters addressing urgent issues, such as a contaminated product, must be responded to with immediate action and a subsequent written report. All other quality control issues will be forwarded to the vendor and the vendor must respond, in writing, within five (5) days of notification.

5.28.1 Proposer must submit a one-page summary describing safe food handling training for warehouse employees and truck drivers.

5.29 **Food Safety & Recalls:** Ensuring the safety of the food supply is critical to BURNS SCI-TECH. Manufacturers, suppliers, packers and distributors are expected to comply with all federal, state, and local laws and regulations and are liable if they do not.

5.30 Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the food and drug administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:

5.30.1 Provide accurate and timely communication to BURNS SCI-TECH regarding a recall.

5.30.2 Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner at no cost to individual charter schools.

5.30.3 Streamline the process for reimbursement for recalled products.

5.30.4 Proposers must provide a written copy of their food/product recall procedures with the proposal.

5.30.5 Proposers must provide a contact person, and a back-up contact person, who is responsible for handling food/product recalls with their proposal.

5.31 **Competition with BURNS SCI-TECH School Food Service Program:** During the school day, the successful vendor will agree not to sell or furnish free of charge, any products to any club or organization connected with the school until one hour after the last serving period. It is also agreed that any products sold to any club or organization during the times permissible, will be sold at a price equal to or greater than the prices established by this contract. Violation of this clause may result in immediate discontinuation of services for the remainder of the contract period.

6 CERTIFICATE OF PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies and in the case of a joint proposal, each party thereto certifies as to its own organizations, that in connection with this procurement:
 - a. The prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to proposal opening, directly or indirectly to any other vendor or to any competitor.
 - c. No attempt has been made by the vendor to induce any person or firm to submit or not to submit, a proposal for the purpose of restricting competition.
- B. The person signing this proposal certifies that:
 - a. He/she is the person in the vendor’s organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to subparagraph through (c) listed above; or
 - b. He/she is not the person in the vendor’s organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to subparagraph through (c) above.

And as their agent does hereby so certify;

And he/she has not participated, and will not participate, in any action contrary to subparagraph through (c) above.

Print Name and Title

Signature of Owner or Authorized Officer Date Signed

7 ADDENDA AND PROPOSAL FORM

The signer of this proposal guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the School or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

Receipts of the following Addenda are hereby acknowledged: (List all Addenda as follows):

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Dated: _____ this _____ Day of 20__.

Name of Organization: _____

By: _____

Typed Name: _____

Title: _____

8 DISPUTE RESOLUTION CLAUSE

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer's representative.

Representative's Name: _____

Telephone Number: _____

The School representative(s) will be: Alexis Galerno or Brent Appy

9 FAIR LABOR STANDARDS ACT – “HOT GOODS”

The undersigned hereby certify that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to the School.

Company Official Signature: _____

Date: _____

10 PUBLIC ENTITY CRIMES

Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-contractor 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 Florida Statute 287.01 7 for category two for a period of 36 months from the date of being placed on the convicted vendors list."

Company Official Signature: _____

Date: _____

11 FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

11.1 The prospective lower tier (\$25,000) 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.

11.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Official Signature: _____

Date: _____

12 DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school food authority for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

Company Official Signature: _____

Date: _____

13 COPYRIGHTS

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i)(9)

Company Official Signature: _____

Date: _____

14 PATENTS

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i)(8)

Company Official Signature: _____

Date: _____

15 REFERENCES

I, _____ being of _____,
 (Name/Title) (Name of Company)

give BURNS SCI-TECH authorization to check our company's previous performance.

Authorizing Signature: _____

BIDDER NAME:							
REFERENCE NAME:							
REFERENCE ADDRESS:							
REFERENCE CONTACT PERSON:							
REFERENCE PHONE NUMBER:				FAX NUMBER:			
STOP: Remaining to be completed by Reference							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Vendor's ability to deliver on time.							
Vendor's accurate delivery of product ordered, and product quality.							
Ability to identify, responds, and solves problems expeditiously.							
Effectiveness and reliability of vendor's key personnel							
Overall performance in planning, scheduling and monitoring							
How would you rate the vendor's customer service practices?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Vendor again? <input type="checkbox"/> YES <input type="checkbox"/> NO							

16 PRICING

Please see the accompanying EXCEL SPREADSHEET ATTACHMENT, titled "Attachment C – Price Response Sheets". Fill in columns E, H, I and J for each bid item. For additional instructions on completing price response

sheets, refer to "Attachment B". Incomplete forms are non-responsive and will not be considered. In addition, please complete the following information:

FIXED FEE PRICE SHEET – 7631 Burns Sci-Tech

VENDOR NAME: _____

\$_____ FIXED FEE PER FULL CASE TO DELIVER ALL ITEMS IN GROUPS BELOW:

GROUP A – COOLER, DRY STORAGE, AND FROZEN FOODS

GROUP B – PAPER AND SANITATION PRODUCTS

GROUP C – OPEN MARKET COST ITEMS

17 PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Audit of Records: The Contractor shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be available for audit, examination, excerpts,

and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding the Contractor's records have not been resolved within the five-(5) year record retention period, the records must be retained beyond the five-(5) year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17] and 2 CFR §200.333).

Breach of Contract/ Administrative, Contractual, or Legal Remedies: The Contractor's failure to provide the commodities and contractual services within the time specified in this solicitation shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If the Contractor cannot provide the commodities and contractual services, GCPCS reserves the right to purchase product from the next lowest/rated Proposer. The defaulting Contractor may be responsible for reimbursing GCPCS for the price differences.

Byrd Anti-Lobbying: Contractors that apply or bid for an award of \$100,000 or more must 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 must 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.

Buy American Provision: As a participating sponsor in USDA's National School Lunch and School Breakfast Programs, BURNS SCI-TECH must adhere to the 'Buy American' provision (7 CFR Parts 210.21(d)). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), that requires 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 processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown. 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.

Before supplying any non-domestic products, successful bidder must provide the following documentation to the School or its designee for approval:

- 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.
- Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.

Clean Air and Water Pollution Acts: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act: All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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.

Davis Bacon (Construction Contracts): If the total amount of this contract exceeds \$2,000, the federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract. All laborers and mechanics employed by contractors and subcontractors on federally funded construction projects are required to be paid wages not less than the prevailing wages for projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40 of the United States Code. Determinations regarding the applicable prevailing wages are contained at the Department of Labor's official website: <https://wdol.gov/>.

Discounts, Rebates & Credits: The school food authority (SFA) shall ensure that the Contractor fully discloses all discounts, rebates, applicable credits, allowances, and incentives received by the Contractor. 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 SFA.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Energy Policy and Conservation Act: 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).

Funding Agreement: 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.

Hold Harmless and Indemnification: The contractor agrees to release, discharge, indemnify, defend, and hold harmless the district, 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 district. Furthermore, the contractor agrees to defend and fully indemnify the district from any and all liability, loss or damage the district 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.

Prohibitions of Gratuities: By submission of a bid, bidder certifies that no employee of the School has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this solicitation may be terminated when it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

Protest: Any protest concerning bid specifications, a decision, or intended decision pursuant to this solicitation shall be made in accordance with 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in s.120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Recovered Materials: 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 item 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.

Retention Requirements for Records: The Contractor shall retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of five (5) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.

Signature below acknowledges that Proposer has read the above provisions thoroughly before submitting a proposal and will fulfill the applicable obligations in accordance to said terms and conditions and is submitting without collusion with any other individual or firm.

Proposer/Firm Name

Print Name and Title of Authorized Official

Signature of Authorized Official

Date: _____

2.6.14 CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By _____ Date: _____
Signature of Official (Executive Director) Authorized to Sign Application

By _____ Date: _____
Signature of Official (Chief Financial Officer) Authorized to Sign Application

For: _____
Name of Grantee (Sponsor Name)

Title of Grant Program (NSLP or SFSP)

2.6.15 DISCLOSURE OF LOBBYING ACTIVITIES

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

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**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 or 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

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.

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

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.**

