

Request for Proposal and Contract

Nonprofit School Food Service

Group Purchasing Organization

Emma Jewel Charter Academy

Name of Sponsor



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness
600 South Calhoun Street (H2)
Tallahassee, Florida 32399
Phone: 850/617-7400
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www.FreshFromFlorida.com



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SECTION 1 INSTRUCTIONS

1.1 Notice of Proposal

This Request for Proposal (“RFP”) is for the purpose of obtaining responses from a Group Purchasing Organization (“GPO”), to provide comprehensive food purchasing services with improved pricing of foods that meet current USDA standards in the following categories: Meat, Dairy, WG Rich Bread, and Grains, Produce, Snacks, Paper, and Cleaning Supplies for Emma Jewel Charter Academy (sponsor) (“SFA”).

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

Meal programs to be serviced with the contracted items include the United States Department of Agriculture (“USDA”) National School Lunch Program and/or the School Breakfast Program. Emma Jewel Charter Academy (sponsor) is a public (public, private, etc.) school located in Cocoa, Florida. The goal of the Food Service Program is to Provide nutritious meals for our scholars for breakfast, lunch and afterschool snack.

1.2 Proposal Submission

Responses should address the requirements set forth in this RFP. Responses must include the requested items set forth in 1.4. Please provide the requested information no later than **10:00 AM** (time) AM/PM EST on **June 11, 2019** (date) to the address below. Responses will be publicly opened at **10:00 AM** (time) AM/PM EST on **June 12, 2019** (date) to be evaluated per the criteria specified in subsection 1.4, below.

Emma Jewel Charter Academy (Sponsor name)

Food Service (Department)

Mary Karnetsky (Contact person)

705 Blake Avenue (Address)

Cocoa, FL 32922 (City, State, Zip)

1.3 Timeline

- **May 22, 2019**, Proposal available to public
- **May 29, 2019**, Proposal questions due
- **June 5, 2019**, Proposal questions answered by publishing an Addendum,
- **June 11, 2019**, Proposal submissions due by **10 AM** (time) EST
- **June 12, 2019**, Proposal submissions publicly opened

- **June 12, 2019**, SFA review of Proposals
- **June 12, 2019**, SFA recommendation to FDACS and FDACS review
- **June 13, 2019**, Contract award
- **July 1, 2019**, Awarded GPO begins service

1.4 Evaluation Criteria & Award

Proposals received will be reviewed to ensure all materials have been submitted as specified in this RFP. Selection will be based upon the following criteria, with item number 1 weighted the highest. The Offeror must respond to each concern:

- | | | |
|----|---|-----------|
| 1. | Cost of providing proposed services and potential savings | 40 Points |
| 2. | Conformity of Specifications | 20 Points |
| 3. | General Services available | 20 Points |
| 4. | References & Experience | 20 Points |

Cost of providing proposed services and potential savings will be determined utilizing the Proposal Price Sheet and any additional applicable documentation provided. Conformity of Specification proposal response must include information on methods GPO will utilize to address items in, Section 3 Scope of Work and Section 5 GPO Responsibilities. References & Experience response is required. Contract award decision will be made based on the GPO that receives the highest evaluation score.

1.5 Proposal Attachments

1. Location of school(s) – Exhibit A
2. 2017/2018 School Calendar – Exhibit B
3. Required List of Products and Estimated Usage—Exhibit C
4. Proposal Price Sheet
5. Drug-Free Workplace Program Proposer Certification
6. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
7. Certification Regarding Lobbying & Disclosure of Lobbying Activities
8. Non-Collusion Affidavit

1.6 Questions

Questions concerning this RFP must be submitted in writing via email to mary.karnetsky@emmajewelcharter.com (email) or via mail at (address) 705 Blake Avenue, Cocoa, FL 32922. All responses to questions received will be made in writing on May 29, 2019 and sent to all potential GPOs.

1.7 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications, or corrections will be issued in writing prior to the opening of Proposals.

SECTION 2 GENERAL CONDITIONS

2.1 Rejection of Proposal

Proposals that do not conform to the requirements of this RFP shall be rejected. Proposals may be rejected for reasons that include, but are not limited to, the following:

- a. The proposal was received after the submission deadline;
- b. The proposal was not signed by an authorized representative of the GPO;
- c. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
- d. The proposal was incomplete or contained significant inconsistencies or inaccuracies.

2.2 Errors or Omissions

If the SFA determines that a proposal contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, the SFA may allow the GPO an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. The SFA reserves the right to seek clarification of any information contained in the GPO's proposal.

2.3 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this RFP will not be considered.

2.5 Specifications and Conditions

By submitting a response to this RFP, GPOs are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications. GPOs further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

2.6 Withdrawal of Proposal

Requests for withdrawal of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the GPO. If a request for withdrawal is not received, a GPO shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.7 Proposal Modifications

Requests for modifications of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the GPO. If a request for modification is not received, a GPO shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.8 Prohibition of Gratuities

By submission of a proposal, a GPO certifies that no employee of SFA has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2.9 GPO Research

SFA reserves the right to research any GPO submitting a proposal in response to this RFP to ensure the GPO's ability to perform the services as specified.

2.10 Conditions for Acceptance

GPOs must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications signed by the authorized official. Proposals must be received by the time and date specified in subsection 1.2, Proposal Submission, above.

2.11 Proposal computation method

Estimated totals must be carried out to the second decimal place and must not be rounded.

2.12 Protest of the RFP

Any adversely affected person who desires to file a formal protest to this RFP must do so in accordance under chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

2.13 Indemnification (optional)

2.14 Copyrights

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others 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.

2.15 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.

2.16 Confidentiality (optional)

2.17 Federal Debarment Certification

GPO will comply with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension and implemented at 2 C.F.R. 417.

- (1) The prospective lower tier (\$25,000) participant certifies, by submission and 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

2.18 Public Entity Crimes Certification

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 public entities; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.19 Drug Free Workplace Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals, or replies that are equal with respect to price, quality, and service are received by an SFA 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.

SECTION 3 SCOPE OF WORK

- 3.1 SFA seeking GPO or other procuring agent able to provide broad and extensive purchasing programs with manufacturer or supplier community, to procure products in Exhibit C on a consistent basis.
- 3.2 Complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
- 3.3 Separation of manufacturer agreements from distributor agreements. SFA may retain the right to select distribution provider.
- 3.4 Ability to perform distributor contract price audits. Audits should check all pricing mechanisms, including firm priced and fixed fee items.
- 3.5 All bid documentation of bid pricing performed on behalf of the SFA must be available upon request.
- 3.6 Support for advising and assisting the SFA in evaluating existing purchases and making recommendations for alternative products which meet the purpose, nutritional requirements, and quality objectives.

- 3.7 Ability for SFA to negotiate with manufacturer/supplier community and implement direct supplier agreements for the benefit of SFA.
- 3.8 Provide market intelligence including: market conditions, product recalls, product availability, and other pertinent information for nutritional purchases
- 3.9 Purchasing services must meet or exceed all Federal, State and Local procurement guidelines, policies, regulations, and laws for all Child Nutrition Programs
- 3.10 The services provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 3.11 The services provided shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.12 The GPO will provide services to each site as specified in Exhibit A.
- 3.13 The SFA may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 3.14 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 3.15 The GPO shall be an independent contractor and not an employee of the SFA. The employees of the GPO shall be considered solely employees of the GPO and shall not be considered employees or agents of the SFA in any fashion.
- 3.16 The GPO shall conduct the provided services to ensure compliance with the rules, policies, and statutes of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.
- 3.17 The SFA shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.
- 3.18 The SFA reserves the right to maintain, add, and/or remove products listed on Exhibit C.

SECTION 4 SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 4.1 The SFA shall ensure that the food service operation is in conformance with its *Child Nutrition Programs Agreement* and the *Eligibility Manual for School Meals Determining and Verifying Eligibility*.
- 4.2 The SFA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4.3 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.
- 4.4 The SFA shall inform the GPO of any adjustments to menus/expected usage and monitor implementation of adjustments.

- 4.5 The SFA shall be responsible for resolution of program reviews and audit findings.
- 4.6 SFA will adhere to payment terms as covered in Section 6 for commodities and services provided.

**SECTION 5
GROUP PURCHASING ORGANIZATION RESPONSIBILITIES**

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

**SECTION 6
INVOICING AND PAYMENT**

- 6.1 When applicable, the GPO shall ensure the distributor submits itemized invoices to the SFA. Payment will be made to the successful contractor no later than thirty (30) days after the receipt of the invoice.
- 6.2 All requests for price increases after an award must be submitted in writing with supporting documentation to the SFA for review and approval. Any annual increase in price may not exceed the

increase in the Consumer Price Index for the Urban Consumers (CPI-UC) of the previous reporting period or 3%, whichever is less at that time. Any request for an increase in price must be submitted in writing by the Contractor not less than ninety (90) days prior to the new contract period. SFA reserves the right to require supporting documentation from a disinterested third party as to increases in costs for the service(s) and/or product(s) in question. The SFA will determine the adequacy and acceptability of submitted documentation and request for price increases.

- 6.3 Payment will be made to the contracted GPO no later than thirty (30) days after the receipt of the invoice, fee structure, or agreement.

SECTION 7 PURCHASES/BUY AMERICAN

- 7.1 The GPO shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.
- 7.2 The GPO shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- 7.3 The GPO may substitute commercially-purchased foods for all other USDA Food received. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 7.4 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 7.5 The GPO may be required to certify the percentage of United States content in the products supplied to the SFA.
- 7.6 The SFA reserves the right to review GPO purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.
- 7.7 The GPO shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.
- 7.8 Products provided by offeror in Exhibit C must be "Approved Brand or Equal." The brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.

SECTION 8 EMPLOYEES

- 8.1 The GPO shall comply with all wage and hours of employment regulations of Federal and State law.
- 8.2 The GPO shall pay all GPO employees in accordance with the Fair Labor Standards Act and any other applicable statutes.

- 8.3 The GPO shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the GPO.
- 8.4 The GPO shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all GPO employees and anyone contracted on the GPO's behalf, assigned to the SFA if entering SFA sites, and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.

SECTION 9 LICENSES, CERTIFICATIONS, AND TAXES

- 9.1 Throughout the Term of the Contract and each renewal Term, the GPO shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.
- 9.2 The GPO and all affiliates shall collect and remit Florida Sales & Use Tax in accordance with applicable state statutes.

SECTION 10 RECORD KEEPING

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

SECTION 11 TERMS AND TERMINATION

- 11.1 This Contract is effective for a one-year period, commencing **July 1, 2019** or upon written acceptance of the Contract, whichever occurs last, and ending **June 30, 2020** ("contract term" or "term"). This contract will be renewable on an annual basis, upon mutual agreement of the SFA and GPO, for up to four (4) additional years (each year a "renewal term").
- 11.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions.
- 11.3 Either the SFA or GPO can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the GPO.
- 11.4 Following any termination for convenience, the GPO shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the effective date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

- 11.5 Notwithstanding any provision to the contrary in this Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this Contract.
- 11.6 Notwithstanding the notice period in paragraph 12.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the GPO if the SFA determines that the actions, or failure to act, of the GPO, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the GPO lacks the financial resources to perform under the Contract.
- 11.7 If the GPO fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the GPO requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any GPO default shall be borne by the GPO at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the GPO upon demand.
- 11.8 Neither the GPO nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the GPO's performance does not resume within thirty (30) days of the GPO's interruption of services due to an Act of God.

SECTION 12 GENERAL CONTRACT TERMS

- 12.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 12.2 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 12.3 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 12.4 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 12.5 It is further agreed between the SFA and GPO that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.
- 12.6 Minority-Owned Business Enterprise

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

- Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists;
- Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women's business participation;
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women's businesses;
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women's business enterprises.

- 12.7 The GPO shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*; and any additions or amendments to such laws and regulations.
- 12.8 If this Contract is in excess of \$100,000, the SFA and GPO shall comply with all applicable standards, orders, or regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
 - *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200); and
 - *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200);
- 12.9 The GPO will comply with:
- Energy Policy and Conservation Act (42 U.S.C. section 6201 *et seq.*);
 - Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
 - Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
 - Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
 - Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
 - Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)
- 12.10 The GPO is subject to the provisions of 7 U.S.C. section 2209d due to the use of federal funds for operation of the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 12.11 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the GPO. The SFA and the GPO have full responsibility for ensuring the terms of the Contract are fulfilled
- 12.12 To the fullest extent permitted by law, the GPO agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and

reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the GPO, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the GPO or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the GPO herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the GPO's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

12.13 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and GPO and may not be changed, extended orally, or altered by course of conduct.

EXHIBIT A
SITE INFORMATION LIST
NATIONAL SCHOOL LUNCH PROGRAM

Sponsor Name: Emma Jewel Charter Academy

Sponsor Number 01-606

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Emma Jewel Charter Academy	350	VPK – 8 th	5	270	Breakfast	0730	0830
Emma Jewel Charter Academy	350	VPK – 8 th	5	325	Lunch	1030	1330
Emma Jewel Charter Academy	350	VPK – 8 th	5	15	Snack	1600	1500

Sponsor Name: Emma Jewel Charter Academy Sponsor Number: 606

**PROPOSAL Price Sheet
Request for Proposal and Contract
Nonprofit School Food Service**

This document contains a proposal solicitation for the furnishing of a Group Purchasing Organization (“GPO”), to provide comprehensive food purchasing services with improved pricing of foods that meet current USDA standards for the period beginning **July 1, 2019** [Mo/Day/Year], and ending **June 30, 2020** [Mo/Day/Year] and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the GPO and the SFA. The GPO shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal solicitation/Contract.

Evaluation of Rebates, Discounts, and Credits: Offers will be evaluated on overall savings, its transparency, as well as its performance and success in negotiating and returning rebates, discounts, and credits received by proposers, other manufactures and vendors, or companies related to products and services described in the solicitation and resulting awarded contract. The Offeror must respond to each concern. Provide dollar amount costs and potential savings. Responses may be provided as attachments, list attachment below if applicable:

Cost of providing proposed services _____

Potential savings _____

HPS
Name of GPO

3275 Box 247
Street Address

Middleville, MI 49333-0247
City State Zip Code

By submission of this proposal, the GPO certifies that, in the event the GPO receives an award under this solicitation, the GPO shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year renewal terms.

Authorized GPO Name Title

Authorized GPO Signature Date

ACCEPTANCE OF CONTRACT

Sponsor Number School Food Authority (SFA)

Signature of Authorized SFA Representative Title Date



Florida Department of Agriculture and Consumer Services
Bureau of General Services
**DRUG-FREE WORKPLACE PROGRAM
PROPOSER CERTIFICATION**

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied GPOs have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

GPO'S SIGNATURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) 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.
- (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.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 shall 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

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

Title of Grant Program

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes, and says that:

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires:
