

# Bay Haven Charter Academy, Inc. Food Services INVITATION FOR BID

Bid Issue Date	April 16, 2026
Final Date for Written Questions	April 24, 2026
Bid Due Date and Time	May 15, 2026 @ 10:00 AM CST
Bid Opening Date and Time	May 15, 2026 @ 10:30 AM CST
Bid Opening Location	Bay Haven Charter Academy
Award Date	May 18, 2026

BID FOR	NAME OF PRODUCT	LABEL SEALED ENVELOPE
X	Food	"IFB FOOD"
X	Paper	"IFB PAPER"
X	Chemical	"IFB CHEMICAL"

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, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for the program information (e.g. Braille, large - print, audio tape, American Sign Language, etc), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a 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, DC 20250-9410

2) Fax: 202-690-7442

3) Email: [program.inta1@usda.gov](mailto:program.inta1@usda.gov)

This institution is an equal opportunity provider

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## DEFINITIONS

**Addendum** - A change, addition, alteration, correction or revision to a bid or a contract document.

**Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.

**Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage, and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

**BHCA, Inc.** - Bay Haven Charter Academy, Inc.

**Contractor** - The provider of the goods and/or services under the Contract.

**Contract Documents** - Consist of the Agreement between the Food Services Department and the Contractor, terms and conditions, schedule, specifications, drawings, and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

**Damaged Item** - Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

**Dry Food Product** - A dry product that does NOT require freezing or refrigeration.

**Invitation For Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance will be made to the responsive and responsible Bidder whose bid is lowest in price and meets the specifications of the bid. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

**Pack Size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for the purchase unit.

**Purchase Unit** - The package configuration (case, carton, box, bag, etc) by which the product would normally be sold. This shall also mean packaging being referred to when the term “**case price**” is applicable.

**Solicitation** - A document used by Food Service to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

**SECTION 1  
TRANSMITTAL PAGE**

The Bay Haven Charter Academy, Inc. Food Service Department (BHCA) is requesting sealed bids for Food Service for Food/Grocery items. Bids are due by the date and time shown on the Invitation to Bid. Bids will be opened at the date, time, and location shown on the Invitation to Bid.

Sealed Bids shall be mailed or delivered to: Bay Haven Charter Academy, Inc., Food Service Department, 2501 Hawks Landing Blvd, Panama City, FL 32405.

Questions regarding this Invitation for Bid shall be directed to: Kelly Phelan, Director of Ancillary Services, email: [phelak@bayhaven.org](mailto:phelak@bayhaven.org); telephone: 850-814-9394.

**INTENT**

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver products to the BHCA, Inc. Food Service through sealed bids.
- b) **BHCA, Inc Food Services is seeking to identify and select one (1) vendor to provide the items as listed in the attached list Attachment B. The bid may be awarded in entirety or by line item, whatever is deemed in the best interest of the schools represented.** The selected vendor shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) BHCA, Inc. Food Services reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of BHCA, Inc.

## I. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence and terminate on the dates shown on the INVITATION FOR BID.
- b) **Renewal Option** - This contract may be renewed for up to four (4) one-year terms at the same terms and conditions by mutual agreement of both parties in written form.

## II. BID SUBMISSION PROCEDURES

*BHCA, Inc. is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to the IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Food Service Program.*

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked as shown on page #1 of this document entitled **"IFB-FOOD/GROCERY ITEMS BHCA, INC. FOOD SERVICE"**.
- b) Bids must be received by the Food Service Department no later than the date shown on page #1 of this document entitled INVITATION FOR BID.
- c) Late bids shall not be accepted. BHCA, Inc. Food Services shall not be responsible for late receipt of bids. Bids must be mailed or delivered to BHCA, Inc. Food Service. Emailed and faxed bids are not acceptable and will not be considered for **SEALED BIDS. An electronic copy of the bid Quote Sheet along with any alternate or required information must be included on a flash drive inside the sealed bid package.** Bids must be mailed or delivered to: Bay Haven Charter Academy, Food Service Department, 2501 Hawks Landing Blvd., Panama City, FL 32405.
- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the BHCA, Inc sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to BHCA, Inc. Food Service.
- e) BHCA, Inc. has the right to waive any and all informalities.

### III. BID OPENING DATE/TIME/PLACE

Bids will be opened at the date and time shown below: May 15, 2026 at 10:30 AM at Bay Haven Charter Academy Food Service Offices, 2501 Hawks Landing Blvd, Panama City, FL 32401.

### IV. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single vendor and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) BHCA, Inc. will award the contract to the lowest responsive and responsible Bidder meeting all terms, conditions, and specifications of the IFB , **with price as the primary factor**, within approximately thirty (30) days of the opening of the bids. Submitted bid pricing shall remain valid during this thirty day period. BHCA, Inc. reserves the right, in its sole discretion to accept or reject any and all bids or parts thereof.
- c) An official letter of acceptance will be forwarded by BHCA, Inc. to the successful Bidder after bid selection and prior to contract award.
- d) Upon acceptance and award of a vendor's bid, the contract between the Bidder and BHCA, Inc. shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and © all written communications between BHCA and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether written or oral.

**V. SYSTEM CONTACT INFORMATION**

- e) The Invitation for Bid is issued by BHCA, Inc. Food Services. All inquiries, clarifications or interpretations regarding the IFB should be directed by email to:  
[phelak@bayhaven.org](mailto:phelak@bayhaven.org).
- f) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. BHCA, Inc. will accept only written inquiries regarding this IFB until the date shown on page #1 of this document entitled INVITATION TO BID, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning and IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

**VI. VENDOR CONTACT INFORMATION**

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email Address	

**SECTION 2**  
**STANDARD TERMS AND CONDITIONS**

*This contract between BHCA, Inc. and the Vendor shall be governed in accordance with the laws of the State of Florida and all applicable Federal regulations.*

**I. LOBBYING CERTIFICATE (FOR BIDS OVER \$100K)**

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 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 and 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.

**II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25K)**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Florida or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if the Contractor is debarred or placed on the Consolidation List of Debarred, Suspended, and Ineligible Contractors by a federal entity. See Attachment F.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **III. BUY AMERICAN STATEMENT (Food only)**

The VENDOR shall retain title of all purchased food and nonfood items. The VENDOR shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States. The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received. The VENDOR may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA. 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 U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA. The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250. The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements. The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when an exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d) and FNS Policy Memo SP 38-2017. The following must be documented for each approval:

- (a) Consideration made for the use of domestic alternative foods before approving an exception.
- (b) The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
- (c) The use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

### **IV Jessica Lunsford Act**

The Vendor shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all vendor employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.

## V. REMEDY FOR NON-PERFORMANCE//TERMINATION OF CONTRACT

(a) **Immediate Termination** - This contract will terminate immediately and absolutely if BHCA, Inc. determines that adequate funds are not appropriated or granted or funds are de-appropriated such that BHCA, Inc. cannot fulfill its obligations under the Contract. Furthermore, BHCA, Inc. may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) in the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) BHCA, Inc. determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused or reasonable could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect or incomplete.

(b) **Termination for Cause** - All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for BHCA, Inc. to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to BHCA, Inc. satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) BHCA, Inc. determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or BHCA, Inc. reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- (v) The Contractor has failed to comply with applicable federal state and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose BHCA, Inc. or the State to liability, as determined in BHCA's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of BHCA, Inc., the state, or a third party.

**(c) Notice of Default** - If there is a default event caused by the Contractor; BHCA, Inc. shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a period of time specified in the BHCA's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, BHCA, Inc may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor, and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**(d) Termination upon Notice** - Following thirty (30) days' written notice, BHCA, Inc. may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to BHCA, Inc. up to and including date of termination.

**(e) Termination Due to Change in Law** - BHCA, Inc. shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of the following;

- (i) BHCA, Inc.'s authorization to operate is withdrawn or there is a material alteration in the programs administered by BHCA, Inc.; and/or
- (ii) BHCA, Inc.'s duties are substantially modified.

**(f) Payment Limitation in Event of Termination** - In the event of termination of the Contract for any reason by BHCA, Inc, the SFA shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which BHCA, Inc. is obligated to pay pursuant to the Contract or Purchase instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. The provision in no way limits the remedies available to BHCA, Inc. under the Contract in the event of termination. BHCA, Inc shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**(g) The Contractor's Termination Duties** - Upon receipt of notice of termination or upon request of BHCA, Inc., the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions wresting there from, and any other matters BHCA, Inc. may require;
- (ii) Immediately cease using and return to BNCA, Inc., any personal property or materials, whether tangible or intangible, provided by BHCA, Inc. to the Contractor;
- (iii) Comply with BHCA's instructions for the timely transfer of any active files and work product by the Contractor under the Contract;
- (iv) Cooperate in good faith with BHCA, Inc., its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to BHCA, Inc. any payments made by BHCA, Inc. for goods and services that were not delivered or rendered by the Contractor.

## V. HUB STATEMENT

It is the intent of BHCA, Inc. to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, woman and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals, or noncompetitive proposals (2 CFR 200.321).

Positive efforts include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) and (5) of this section.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10K)**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC, 20250-9410 or call toll free 866-632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; or 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

(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, 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.")

## **VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT**

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871)

## **VIII. CLEAN AIR/CLEAN WATER STATEMENT (for bids over \$100K)**

Compliance with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify BHCA, Inc. of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants 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).

## **IX. CIVIL RIGHTS STATEMENT AND ASSURANCE**

“The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq); all provisions required by the implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42 and FNS directives and guidelines, the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

### **Non-discrimination Statement:**

The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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).

Persons with disabilities who require alternative means of communication for the program information (e.g. Braille, large -print, audio tape, American Sign Language, etc), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a 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, DC 20250-9992; (2) Fax: 202-690-7442; or Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

## **X. RECORD RETENTION AND ACCESS CLAUSE**

The contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to BHCA, Inc. throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Florida or any authorized representative of BHCA, Inc., and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or BHCA, Inc. reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

## **XI. BID PROTEST PROCEDURES**

- a) Any protest shall be in writing and shall be delivered to BHCA, Inc. human resource department . A protest of solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:
  - i) The name, address and telephone of the protestor;
  - ii) The signature of the protestor or an authorized representative of the protestor;
  - iii) Identification of the purchasing agency and the solicitation or contract number;
  - iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
  - v) The form of relief requested.
- b) A written response to the protest will be made within thirty (30) days from receipt of the protest and all items indicated above.
- c) BHCA, Inc. shall in all instances disclose information regarding protests to the State Agency.

## **XII. NON-COLLUSION STATEMENT**

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid."

## **XIII. CODE OF CONDUCT**

- I. The following conduct will be expected from all persons who are engaged in the procurement process that uses NSLP funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of BHCA, Inc. shall participate in selection or in award or administration of a contract supported by NSLP funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
  - The employee, officer, or agent;

Any member of his/her immediate family;  
His or her partner;

An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements; and the purchase of any food or service from a contractor for individual use is prohibited. ; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans and the like will be sold by contract between BHCA, Inc and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited.

Failure of any employee, officer, or agent to abide by the above stated code could result in a fine, suspension, or both, or dismissal.

BHCA, Inc. will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of BHCA, Inc.

#### **XIV. DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

#### **XV. EXCEPTIONS TO TERMS AND CONDITIONS**

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

**SECTION 3  
SPECIAL TERMS AND CONDITIONS**

**I. HACCP REQUIREMENTS (N/A) to Equipment)**

The Food Service Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Food Service Program may require documentation verifying that a written HACCP plan is followed. The successful bidder must have Hazard Analysis Critical Control Point (HACCP) plan on file recall/hold control procedures including but not limited to:

- Traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- Provision of 24/7 accessibility to successful bidder staff in the event of a food/USDA Hold/Recall.
- Public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidders shall be responsible for all costs associated with the replacement product, including but not limited to labor, shipping charges and product credit.

## **II. PROPRIETARY INFORMATION;**

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify BHCA, Inc. that the documents are included in the bid. BHCA, Inc. will honor the request unless or until a competing bidder asks to have access to the information. In such cases, BHCA, Inc. will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and BHCA, Inc. will not be held liable.

## **III. TRADE NAME, LABELS AND OTHER REQUESTS**

Bidders are required to an operating manual for equipment, instructions for chemical use, and training as stated in Attachment B.

- a) Upon request, the vendor shall submit instructions for use, nutrition, and crediting information and any other documents deemed necessary for compliance with specifications.
- b) All items shall be properly labeled.

## **IV. METHOD OF PAYMENT AND PRICING INFORMATION**

a) Prices - All prices shall remain fixed throughout the term of this contract. A single fixed 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 remain firm for the initial term of the contract and shall include ALL overhead, profit, and handling charges. The fee for broken cases shall be prorated based on the number of units ordered from the full case. The Entities will keep broken case orders to a minimum. It is anticipated that these will be mostly spices, condiments, and some non-food items. During the contract period the Entities reserve the right, in its sole discretion, to add new items and new manufactures to the contract as companies continue to offer new products. New items will be purchased according to the following procedure:

- The Entities will submit product specifications to the awarded distributor.
- Distributor shall solicit costs for more than one approved product that meets the intended specifications.
- If requested, samples for testing shall be provided at no cost to the Entities. Each sample should include the product nutrition information, allergy information and the preparation instructions.
- Purchase prices for new items will be determined by: FOB shipping carton cost + freight - any bill backs + fixed fee per shipping carton.
- The Entities reserve the right to change products as needed throughout this contract.
- The Entities reserve the right to remove items from this contract if the product is no longer needed.

At twelve month intervals the distributor must request in-place manufacturers to either extend or lower in-place costs for the following twelve month period. If a manufacturer increases the cost the distributor must solicit and document cost from other approved sources in the same manner as the initial product pricing.

- b) The successful Bidder warrants that the bid price, terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made, at which time prices shall remain firm and fixed for the entire contract period.
- c) All bid prices must include all charges for packing and transporting to the individual schools listed as the addresses on the attached sheet.
- d) Prices will not include Federal Excise Tax or State Sales Tax.
- e) BHCA, Inc. will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.
- f) Invoicing
  - i) Invoices, at minimum, shall consist of the following information:
    - 1) Delivery location
    - 2) Item description and cost
    - 3) Extended cost for total quantity purchased
    - 4) Total cost of all products purchased
  - ii) Monthly statements will be broken down by school invoice and mailed to BHCA, Inc.

**V. METHOD OF SHIPMENT/DELIVERY (where applicable)**

- g) Orders and deliveries - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- h) All orders are to be delivered F.O.B. to addresses as indicated on Attachment E.
- i) In an emergency situation in which BHCA, Inc. Food Service requires delivery in less than two days and the vendor cannot provide the goods within the emergency delivery period, the Food Service Program has the option to purchase those goods from another source with no penalty to either party.
- j) Delivery schedules that fall on a holiday will be made the following business day.
- k) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

**The Three Strikes Rule:**

- (i) After the vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, BHCA, Inc. will call the vendor to report contract violation and will put the vendor on notice that the documented occurrence is unacceptable.
- (ii) After the vendor's second offense of providing sub-par product, late delivery and/or poor customer service, BHCA, Inc. will send a certified notice to the vendor documenting that this is the second offense and a third offense will result in termination of the contract for cause. If the offense is providing sub-par product, then the vendor agrees to pay the Food Service program to purchase quality product at the vendor's expense.
- (iii) After the vendor's third and final offense of the aforementioned, BHCA, will terminate the contract for cause in writing via email and regular mail, copying the USDA Purchasing Compliance Officer.

**VI. SUBSTITUTION CLAUSE**

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Food Service Managers.

**Substitutions may be made ONLY with prior approval from the Food Service Managers.** All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. **Substitutions are to be priced at the same cost as the original awarded item.**

## **VII. ADDITIONAL BID INSTRUCTIONS**

- a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. BHCA, Inc. reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to BHCA, Inc. Food Service Program before the bid opening deadline. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Addenda** - If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. BHCA, Inc. will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of the bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed allowing issuing an addendum.
- d) **Bid examination**
  - i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for the same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

**e) Rejection or Disqualification of bids**

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) BHCA, Inc. reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of BHCA, Inc.'s issuance of a written notice of such irregularities.
- iii) BHCA, Inc. reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by BHCA, Inc. to award a contract. BHCA, Inc. reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Food Service Program.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with BHCA, Inc. may be considered a non-responsible

Bidder and their bid may be rejected. BHCA, Inc. reserves the right to exercise this option as is deemed proper and/or necessary.

vi) BHCA, Inc. reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of BHCA, Inc. Food Service Program.

**f) Evidence of Financial Capabilities (not required, best practice)**

After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three business days after request by BHCA, Inc. This evidence would include an income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

**g) Offer Acceptance Period**

Bid proposals are an irrevocable offer for sixty (60) days after the bid opening time and date.

## VIII. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected products must be picked up immediately.
- c) **Emergency orders** - In an emergency situation in which the Contractor cannot provide the **supplies** within the emergency delivery period, BHCA, Inc. has the option to purchase those supplies from another source with no penalty to either party.

## **IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

The contract between BHCA, Inc. and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

## **X. ASSIGNMENT**

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with BHCA, Inc., or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by BHCA, Inc.

## **XI. INDEPENDENT CONTRACTOR AND INDEMNITY**

The vendor shall act as an independent Contractor and not as an employee of BHCA, Inc. Vendor agrees to indemnify and hold harmless BHCA, Inc., its elected officials, employees, and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

## **XVI. TIME OF PERFORMANCE**

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of

goods pursuant to the award on "Start Date" shown on page #1 of this document entitled "INVITATION FOR BID". **The contractor must comply with the time of performance.**

## **XVII. FORCE MAJEURE**

If BHCA, Inc., in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor's performance for more than thirty (30) days, BHCA, Inc. reserves the right to cancel the agreement between parties. In that event, neither party shall have any further liability to the other, subject only to BHCA, Inc.'s obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

## **XVIII. EVIDENCE OF INSURANCE**

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
Workman's Compensation	Statutory
General Liability/Property	\$500,000 each occurrence
Personal Injury	\$500,000 each occurrence
Automobile	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to BHCA, Inc. a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming BHCA, Inc., its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to BHCA, Inc. Food Service Program.
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

## **XV. EXCEPTIONS**

A bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXEMPTION FORM:

- h) The number and title of each section of the IFB that the Bidder takes exception to;
- i) The specific sentence within such section that the Bidder takes exception to;
- j) And any alternative provision proposed by the Bidder.

## **XVI. WARRANTY**

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under

warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of BHCA, Inc. operations.

## **XVII. GIFTS AND GRATUITIES**

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of BHCA, Inc. purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person firm or corporation any gift or gratuity.

## **XVIII. SAMPLES**

BHCA, Inc. reserves the right to request samples of any/all items indicated on the bid schedule. Samples shall be provided with five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Quote Sheets, and the bid number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

## **XIX. PRE-BID CONFERENCE**

If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the IFB. An Offeror should raise any questions it may have about the solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

## **XIX. SEVERABILITY**

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

## **XX. WAIVER AND REJECTION RIGHTS**

Notwithstanding any other provisions of the solicitation, BHCA, Inc. reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation

## **XXI. RELEASE FROM CONTRACT**

In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than the cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market value for this item.

## **XXII. FOOD RECALLS AND BIOSECURITY**

Vendor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the Food Service Managers and assurance that

unsafe products are identified and removed from the Food Service sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid. Vendor will provide the contact person and the backup person's contact information, who will handle food recalls, to the Food Service Manager or designee. Vendor shall maintain a contact list for BHCA, Inc. Food Service sites, distributors and other recipients. The list should have two recall contacts per site and be verified annually. Vendor will notify all sites re: recall immediately - 24 hours or less, and ensure that the affected products are isolated and labeled "Do Not Use" to avoid accidental use. Vendor will identify the locations of the affected products and verify that the products have the correct product identification codes.

Vendor will contact further processors to track redirected food affected by the recall and conduct an inventory assessment within 48 hours or less, of the affected product.

Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

## **XXIV. CONTRACT WORK HOURS/SAFETY STANDARDS ACT**

Where applicable, 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, materials, or articles.

## **XXV. DAVIS BACON ACT**

Davis Bacon Act, as amended (40 U.S.C.3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## **XXVI. 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 subrecipient 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 subrecipient 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 party.

**XXVII. PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.322) if applicable A Food Service Program 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 EPA guidelines.

### **XXIII. SCOPE OF SERVICES**

1. All products furnished shall comply with the latest standards and regulations established by USDA.
2. BHCA, Inc. purchases only trans-fat free products, except for naturally occurring small amounts of trans-fat that may be present in animal proteins.
3. BHCA, Inc. reserves the right to determine whether or not the distributor has complied with product specifications and to choose which product best suits the school's needs.
4. All bad or damaged merchandise shall be either replaced or credits issued as per request of the Food Service Manager, within twenty- four hours of notification.
5. All merchandise shall be in good condition upon delivery.
6. No substitutions of any products, items, brands, or grades originally in the specifications or by addendum thereof, shall be made by the Distributor without the prior approval of BHCA, Inc.'s authorized representative before delivery can take place. Substitutions without prior approval will not receive payment. Substitute products must abide by specifications. Payment for approved substitutions will be made per serving based on contracted pricing.
7. All food products shall be kept in the proper state of frozen or refrigeration, for each item, at times, and shall be handled in accordance with the best commercial practices.
8. All items shall meet the USDA Buy American Requirement. BHCA, Inc. will request only domestic pricing for specified fruits and vegetables.
9. The supplier agrees to permit access to its facilities at reasonable times for inspection of the materials covered by this contract, if necessary.
10. Included in proposal submissions, Distributors will need to provide an electronic copy of product data sheets for all items bid. Data sheets should include, but are not limited to, manufacturer ingredient and nutrition fact panel, allergen information, pack size, instructions for preparation and serving, and child nutrition product specification sheet (if available). The Distributor must notify BHCA, Inc. whenever there is a change of sources and provide appropriate documentation.
11. BHCA, Inc. must be notified by the Distributor of any ingredient or nutritional changes or preparation process changes within ten (10) days of Distributor receiving this information from the manufacturer.
12. Distributor's must notify BHCA, Inc. of any manufacturer's recalls regarding items

under this contract. Upon notification of a recall, the Distributor should contact BHCA, Inc. via telephone and then follow up in writing within 24 hours. All products, lot numbers or any other pertinent information available must be given to the school representative in writing within 24 hours. Failure to comply with this requirement may be cause for termination of this contract.

13. Random sampling and testing of products received may be performed. Should any item fail to meet specifications, quality or condition as sampled, BHCA, Inc. shall require the Distributor to remove any such item from each school, and full credit shall be given to each program for the total amount of product received.
14. The information concerning the specifications, manufacturer's name, product code number, or pack size is based on the latest available information that BHCA, Inc. has. If the information listed concerning the specifications, manufacturer, product code number or pack size is incorrect, please note it on the item in question when quoting. BHCA, Inc. may decide that the item needs to be re-bid if an error has occurred in the product specified.

#### **Brand Name**

Any reference to brand names and code or model number in these specifications is offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics. Specifications used are intended to be open and non-restrictive. The use of Brand names within this document should not be interpreted as the exclusive brand desired, unless clearly specified. Bids for products that have been pre-approved by school as equal or equivalent to identified in this solicitation will be accepted without further clarification. Bids for products with different brand names than those pre-approved by the BHCA, Inc. must be approved prior to bid closing.

## **Samples**

Upon notification by BHCA, Inc. the apparent successful bidder shall provide, within three (3) days, samples as requested. Samples will be provided at the expense of the bidder. If the samples for any line item are unacceptable to BHCA, Inc., BHCA, Inc. may reject the bid for that line item on the grounds that it is non-responsive.

## **Pricing**

All unit prices quoted must include delivery to the schools and include all charges for fuel and distribution. The awarded Distributor must provide Net Off Invoice and Modified Fee for Services for USDA at a reasonable fee. The Distributor must bring to BHCA, Inc.'s attention all rebates, incentives or any other form of remuneration which in effect lowers cost to the distributor. The distributor must pass on the BHCA, Inc. fair compensation for rebates or bill-backs from the manufacturer.

A single fixed 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 remain firm for the initial term of the contract and shall include ALL overhead, profit, and handling charges. The fee for broken cases shall be prorated based on the number of units ordered from the full case. BHCA, Inc. Food Service shall keep broken case orders to a minimum. It is anticipated that these will be mostly spices, condiments, and some non-food items.

During the contract period BHCA, Inc. reserves the right, in its sole discretion, to add new items and new manufacturers to the contract as companies continue to offer new products. New items will be purchased according to the following procedure:

- BHCA, Inc. will submit product specifications to the awarded distributor.
- Distributor shall solicit costs for more than one approved product that meets the intended specifications.
- If requested, samples for testing shall be provided at no cost to BHCA, Inc. Each sample should include the product nutrition information, allergy information, and preparation instructions.
- Purchase prices for new items will be determined by: FOB shipping carton cost + freight -any bill backs + fixed fee per shipping carton
- BHCA, Inc. reserves the right to change products as needed throughout this contract.
- BHCA, Inc. reserves the right to remove items from this contract, if the product is no longer needed.

At twelve month intervals the distributor must request in-place manufacturers to either extend or lower in-place costs for the following twelve month period. If a manufacturer increases the cost the distributor must solicit and document cost from other approved sources in the same manner as the initial product pricing.

## **Emergency Orders**

Emergency orders may be placed occasionally. The awarded Distributor is expected to make delivery within twenty-four (24) hours of notification. If the awarded distributor cannot provide the supplies within the emergency delivery period, BHCA, Inc. has the option to purchase those supplies from another source with no penalty to either party and without engaging in a separate solicitation process.

## **Delivery Requirements**

Distributors must be able to meet the following delivery requirements or they will be determined to be non-responsive or non-responsible and not eligible for award. A distributor that cannot meet one of these delivery requirements should either not participate in the solicitation. BHCA, Inc. Food Service will be submitting weekly food orders for each site throughout the school year, which includes summer feeding. The distributor must submit a delivery schedule to BHCA, Inc. within one week of award noting the day of the week that deliveries will be made to each school.

A list of schools, addresses, and phone numbers was provided to the Distributor throughout the solicitation process. Deliveries should be made a maximum of once a week, Monday through Friday during the hours of 6:00 am - 1:00 pm (CST), unless otherwise arranged and agreed to by the Food Service Managers. If delivery will be made on days other than listed on the schedule, the distributor must contact the Food Service Managers at least 48 hours before scheduled delivery to obtain approval for the delivery. If the delivery date is on a school holiday, the delivery shall be made for the next business day following the holiday. BHCA, Inc. will provide a school calendar to the distributor. BHCA, Inc. reserves the right to cancel deliveries in the event of an unforeseen school closure.

Time of delivery is a material term of the Agreement. If the distributor cannot meet the required delivery date, the distributor may be declared to be in breach of the agreement. Only authorized school representatives, such as the Food Service Manager, may accept and sign for deliveries. However, Food Service Managers do not have the authority to vary the terms of the agreement. If it is subsequently determined through an audit or otherwise that a Food Service Manager has accepted for delivery goods and or services that do not comply with the specifications or pricing terms of this agreement, then the distributor agrees to correct its delivery or nonconforming goods and/or services by replacing the non-conforming goods and/or services at the distributor's expense, cancelling any charges for the non-conforming goods and/or services or reimbursing the school for the price paid for any non-conforming goods and/or services.

All deliveries made to sites shall require inside delivery. The prices included in attachment B of this agreement must include any and all delivery charges. BHCA, Inc. staff will not participate in the removal of merchandise from any truck or transport vehicle.

All delivery trucks must be clean, sanitary, and free from dirt and debris. The Food Service Manager or designee may refuse a delivery if the truck is not clean and sanitary.

BHCA, Inc. reserves the right to require the distributor to reimburse the school for overtime payments made by the school to employees due to late deliveries by the distributor.

If the goods have not been delivered by the specified delivery date and no written extension of such delivery date has been granted by BHCA, Inc., BHCA, Inc. reserves the right to cancel the purchase of the bid items and/or any other pending purchase orders to the same vendor. If delivery of goods or services is not completed by the specified delivery date, then BHCA, Inc may, without liability and in addition to any other rights or remedies, terminate the agreement by notice, effective immediately. BHCA, Inc. may purchase substitute goods and/or services and charge vendors for the difference between the price listed in Schedule A and the cost of the substitute goods from the other vendor.

### **Minimum Order Clause**

Any minimum order requirements imposed by the distributor shall be stated in the bid prior to bid opening and contract award. Order limitations placed on BHCA, Inc. after contract award will not be accepted. If the successful distributor fails to honor orders placed by BHCA, Inc. for the entire period of the contract, then the distributor will be held responsible for any cost incurred by BHCA, Inc. to solicit the items.

BHCA, Inc. reserves the right to negotiate minimum orders whether by total dollar amount and/or by volume in association with the total amount to the distributor in terms of total dollar amount and/or volume. If mutual agreement cannot be reached as the minimum order amount, BHCA, Inc. reserves the right to find the distributor non-responsive and to make the award to the next low bidder who is responsible and responsive or to resolicit for those items, whichever is deemed in the best interest of BHCA, Inc. The decision of BHCA, Inc. shall be final and unappealable.

### **Piggyback Clause**

This solicitation allows for other State and local government agencies within the State of Florida to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between the distributor and the third party entity.

**Performance Period**

This agreement shall establish a contract to remain open for one year from the Effective Date. BHCA, Inc. reserves the right to renew the agreement for four (4) one year terms.

**ATTACHMENT A  
CONTRACT SIGNATURE PAGE**

This agreement is dated as of \_\_\_\_\_ by and between  
BHCA, Inc. and \_\_\_\_\_ (hereinafter  
called CONTRACTOR.

BHCA, INC. and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. PRODUCTS**

CONTRACTOR shall provide all products as specified or indicated in the contract documents. CONTRACTOR shall supply and deliver specified products to BHCA, Inc. designated schools.

**ARTICLE 2. CONTRACT TIME**

The food, equipment, supplies, or goods shall be in accordance with this Agreement, and are to be completed as specified in IFB.

**ARTICLE 3. CONTRACT PRICE**

BHCA, Inc. shall pay CONTRACTOR for delivery of specified goods in accordance with CONTRACTOR'S bid, which is attached hereto. BHCA, Inc. shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon in writing.

**ARTICLE 4. INVOICE PROCEDURES**

Invoices for payment with appropriate supporting documents shall be submitted to the following addresses:

Bay Haven Charter Academy  
Tammy Surber, Food Service Manager  
2501 Hawks Landing Blvd.  
Panama City, FL 32405  
Email: [surbetl@bayhaven.org](mailto:surbetl@bayhaven.org)  
Phone: 850-248-0298

North Bay Haven Charter Academy  
Jessica Green, Food Service Manager  
1 Buccaneer Lane  
Panama City, FL 32404  
Email: [greenj@bayhaven.org](mailto:greenj@bayhaven.org)  
Phone: 850-248-0801

## **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce BHCA, Inc. to enter into this agreement, CONTRACTOR makes the following Representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

## **ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between BHCA, Inc. and CONTRACTOR concerning the work, consist of the following documents:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A - Contract Signature Page
- Attachment B - Specifications and Quote Sheet
- Attachment C - Vendor Bid Form
- Attachment D - Delivery Site/Maps/Calendar
- Attachment E - Lobbying Certificate Disclosure
- Attachment F – Disbarment and Suspension
- Attachment G – Non-Collusion Affidavit
- Attachment H – Drug Free Workplace Certification

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

**ATTACHMENT A**

IN WITNESS WHEREOF, BHCA INC., AND CONTRACTOR have signed this Agreement.  
One counterpart each has been delivered to BHCA, Inc. and CONTRACTOR.

This Agreement will be effective \_\_\_\_\_, 2026.

\_\_\_\_\_ Director of Ancillary Services, Signature

\_\_\_\_\_ Name of Director of Ancillary Services

\_\_\_\_\_ Date

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

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Name of Company Representative

\_\_\_\_\_ Date

**ATTACHMENT B  
SPECIFICATIONS AND QUOTE SHEET**

See separately posted Excel spreadsheet

"BHCA, Inc. Invitation for Bid - Attachment B - Bid Specifications and Quote Sheet"

Item	Specifications			
Confetti Cake Filled Whole Grain Cookie	120 case			
Triple Fudge Filled Whole Grain Cookie	121 case			
Scooby Graham Crackers WG Bones	210 case			
Scooby Fruit Snacks	96 case			
WG Goldfish	300 case			
WG Cheez-it	175 case			
WG Animal Crackers	150 case			
Oven Baked Cheetos Crunchy	104 case			
Oven Baked Cheetos Flamin	104 case			
Oven Baked Lay's BBQ Potato Crisps	60 case			
Quaker Chewy Granola Bar	96 case			
Apple Juice Box Minute Maid	32 case			
Ardmore Farms Apple Juice 4oz	96 case			
Ardmore Farms Orange 4oz	96 case			
Ardmore Farms Pineapple Orange 4oz	96 case			
Ardmore Farms Grape 4oz	96 case			
WG Trix Cereal	96 case			
WG Froot Loops	96 case			
WG Cocoa Puffs	96 case			
Cereal Bar Trix	96 case			
Cereal Bar Cocoa Puff	96 case			
Cereal Bar Cinnamon Toast Crunch	96 case			
Poptart Strawberry	120 case			
WG Blueberry Muffin	72 case			
WG Chocolate Chip Muffin	72 case			
WG Banana Nut Muffin	72 case			
Whole Grain 1oz Mini Biscuits	175 case			
Biscuit Southern Style	216 case			
Whole Grain Strawberry Mini Bagel	72 case			
Whole Grain Mini Cinni	72 case			
Egg Patty Round	120 case			
Liquid Egg Mix W/ Milk	6/5lbs			
WG Pancakes Cmi-Conagra	144 case			
Whole Grain Waffles	144 case			
Pork Sausage Patty CN Labeled Jimmy Dean	107 case			

Pork Sausage CN Label Fast n' Easy	80 case			
Cheddar Cheese Omelette	72 case			
Bacon Egg and Cheese Bagel	48 case			
Sausage Link	80 case			
Ranch Dressing Fat Free Gallon	4/1 gallon			
Ranch Dressing Packets Heinz	200 case			
Coleslaw Dressing	Gallon			
BBQ Sauce Gallon	4/1 gallon			
BBQ Sauce Kraft Packets	200/.44oz			
Sweet and Sour Sauce Heinz	200/.75oz			
Ketchup Packet Monarch	1000/ 9gr			
Marinara Sauce	100/1.5oz			
Mustard Pack Monarch	500/4.5gm			
Fat Free Mayo Pack	200/.44oz			
Taco Sauce	200/9gm			
Syrup	200/1oz			
Grape Jelly	200/0.5 oz			
Peanut Butter Cups	200/.75oz			
Brown Sugar	12/12#			
Liquid Butter- Sodium Free	6/1 gallon			
Salt	25#			
Black Pepper	5#			
Chicken Gravy	6/14oz			
Brown Gravy	6/14oz			
Pam Spray	6/17oz			
Taco Seasoning	6/9oz			
Chicken Alfredo Mix	8/19oz			
Sloppy Joe Mix	6/15 oz			
Tarter Sauce	200 case			
Chicken Nuggets Tyson Red Label	30 Case			
Cicken Nugget .64oz Tyson	50 case			
Bosco Cheese Stick	108 case			
Hot Pocket Pepperoni Stuffed Sticks	48 case			
Corn Dog FosterFarms	72 case			
Cheese Pizza (Tonys)	96 case			
Pepperoni Pizza (Tonys)	96 case			
Meatballs	320 case			
Hot Dog Briar Street	80 case			
Hamburger Patty Advance	100 case			
Smackers Uncrustable	72 case			
Diced Chicken Tip Top	10#			

Rib Shaped Patty 3oz	53 case			
Ground Beef Log	8/10 lbs			
Buffet Boneless Ham	2/ 10-12 lbs			
Sweet Potato Fry Wedges	6/2.5 lbs			
Hashbrown Cubes	6/5 lb			
Chicken Fajita	2/5lbs			
Fish Shapes Samband	10#			
Chicken Patty Koch	51 case			
Green Beans	6/#10			
Frozen Green Beans	20#			
Italian Green Beans	6/#10			
Frozen Corn	20#			
Frozen Broccoli	20#			
Baked Beans	6/#10			
Marinara Sauce	6/#10			
Tomato Paste	6/#10			
Refried Beans	6/#10			
Black Beans	6/#10			
Sweet Potatoes	6/ #10			
French Fries Straight	6/5lbs			
Green Peas Fancy	20 lbs			
Spaghetti Sauce	6/10#			
Pickle Spear	6/#10			
Pickle Chips	6/#10			
Tomato Soup	12/50oz			
Cream of Chicken Soup	12/50oz			
Cream of Mushroom Soup	12/50oz			
Mashed Potatoes	6/5.31oz			
Mashed Potatoes Pearls	12/28oz			
Spanish Rice	6/36oz			
Brown Rice	25 lbs			
Banana Fresh	80			
Raisins Single Serving	144 case			
Sliced Peaches	6/#10			
Tropical Fruit	6/#10			
Unsweetened Applesauce	6/#10			
unsweetened Applesauce Cups	72 case			
Cranberry Sauce	6/#10			
Fruit Cocktail	6/#10			
Manderine Oranges	6/#10			
Pear Halves	6/#10			
Pears Diced	6/#10			
Pineapple Chunks	6/#10			

8" Whole Wheat Tortilla- La Banderita	144 case			
Cool Ranch RF Doritos	72 case			
Nacho Cheese RF Doritos	72 case			
Sweet and Spicy RF Doritos	72 case			
Frito Corn Chips	104 Case			
Tostitos RF Crispy Tortilla Chips	104 case			
Graham Crackers	200 case			
Simply Chex Cheddar	60 case			
Simply Chex Chocolate	60 case			
Freezer- Sister Schubert's WG Roll	120 case			
WG Hotdog Buns US Foods	144 case			
WG Hamburger Buns US Foods	96 case			
WG Loaf Bread US Foods	6/24oz			
Sara Lee Hamburger	30 pack			
Sara Lee Hamburger (12pk)	12 pack			
Sara Lee Hotdog Bun	16 pack			
Sara Lee Loaf Bread	Load			
Egg Noodles Whole Grain	2/10#			
Elbow Macaroni Whole Grain	2/10#			
Spaghetti Noodles Whole Grain	2/10#			
Penne Noodles Whole Grain	2/5#			
Corn Bread Mix	6/5#			
16' Pizza Royalty	9 case			
WG Soft Pretzel Sticks	180 case			
Cheese Sticks	72 case			
Hot and Spicy Chicken Sandwich	132 case			
Chicken Tenders	40 case			
Personal Deep Dish Pizza	24 case			
Mozzarella Cheese Stick	168 case			
Yogurt Danimals	48 case			
Yogurt Trix	48 case			
Mozzarella Cheese Shredded	5#			
American Cheese Shredded	5#			
American Cheese Sliced	5#			
Eggs Extra Large	15 dozen			
Sour Cream Packets Fat Free	100 case			
Butter Unsalted	36/1 #			
Salad Mix	4/5#			
Thousand Island Dressing Cups	100 case			
Ranch Dressing Cups	100 case			
Bleu Cheese Cups	100 case			
Italian Dressing Cups	100 case			

Honey Mustard Cup	100 case			
Raspberry Dressomg Cups	100 case			
French Dressing	gallon			
Italian Dressing Cups	gallon			
Buttermilk Ranch Dressing	gallon			
Italian Dresing	gallon			
French Dressing	gallon			
Sunflower Seeds	5 lbs			
Bacon Bits	12/16oz bag			
Banana Peppers	gallon			
Jalapeno Peppers	gallon			
Black Olives	can			
Cottage Cheese	5 lbs			
Assorted Cheese Cubes	3/5 lbs			
Parmesan Grated	Shaker			
Salsa	4/48oz			
Sliced Provolone Cheese	4/2.5lbs			
Salad Crackers	500 case			
Beets Sliced	6/# 10			
Crutons	125 case			
Pepperoni	2/5#			
Sliced Ham	6/2 lbs			
Sliced Turkey	6/2 lbs			
French Bread	150 case			
Garlic Bread	125 case			
Pastry Puff Dough	20/12oz			
Hoagie Bun	72 case			
Croissant Rolls	48 case			
Broccoli and Cheese Soup	3/4 lbs			
Vegetable Soup	3/4 lbs			
Potato Soup	3/4 lbs			
Chili	3/4lbs			
Brunswick Stew	6/#10			
Chicken and Dumplins	4/5 lbs			
Gumbo	4/5lbs			
Dumplin Dough Strips	12/24oz			
Baked Potatoes Russet	80 count			
Heavy Whipping Cream	12 quarts			
Oil	35 lbs			
Mayo	Gallon			
Sweet Relish	Gallon			
Whipped Butter Packs	720/5gm			
Smoked Sausage Rope	2/5 lbs			

Stuffed Peppers	4/32oz		
Stuffed Cabbage	4/92oz		
Chicken Tenders Beer Battered	2/5lbs		
Chicken Tenders Fritters Jumbo	2/5 lbs		
Bone-In Chicken	14/3-3.25#		
Pork Loin	2/4#		
Philly Steak Meat	40 servings		
Hamburger Patty	40 case		
Raw Chicken Breast	48 case		
Breaded Chicken Breast Patty	40 case		
Spicy Chicken Patty	40 case		
Country Fried Steak	36 case		
Salisbury Steak	50 case		
Bacon	15 lbs		
Applewood Pork Loin	2/4 lbs		
Egg Roll	18-Apr		
Hot Dogs	2/5#		
Brownie Mix	6/6 lbs		
Sliced Canned Potatoes	6/#10		
Mont. Jack Mac and Cheese	4/4.75		
Northern Beans	6/#10		
Turnip Greens	6/#10		
Lima Beans	6/#10		
Mashed Potatoes Red Skin	6/4#		
Chocolate Chip Cookie Dough	320 case		
Sugar Cookie Dough	320 case		
Carnival Cookie Dough	240 case		
Tea Bags	96/1oz		
Sugar	25#		
Lawrys Seasoning	5#		
Miss Vickys Assorted Chips	2/30 pack		
Lays Assorted Chips	2/30 pack		
Lays Regular/BBQ Case	64 case		
12oz Foam Bowl	125 Sleeve		
Cutlery Kit (Salt & Pepper)	250 case		
Napkin	12/500 case		
12oz Foam Cup	40/25 case		
.50# trays	4/250 case		
10oz bowl	25/40 case		
Pork Chops	40 case		
Enchiladas	30 case		
2oz Souffle Cups	20/125		
2oz Souffle Lids	20/125		

4oz Souffle Cups	20/125			
5oz Souffle Cups	20/125			
5.5oz Pleated Cups	20/250			
3.25-5.5 oz Souffle Lid	20/125			
4oz Squat Cup Foam	40/25			
4oz Squat lid	20/50			
6oz Squat Cup Foam	20/50			
12oz squat cups	20/25			
3.5-6oz squat lids	10/100			
.25# Fry Boats	4/250			
Serving Trays	500 case			
To-Go Boxes	150 case			
9' foam plates	4/125 case			
18' Plastic Wrap	box			
24' Plastic Wrap	box			
Foil Sheets	500 box			
Deli Paper	500 box			
Pan Liners	1000 case			
Plastic Grab and Go Bags	1000 case			
Brown Paper Bags	2/500 pack			
Sandwich Bags	2000 case			
Napkins	500 pack			
Spork Pack (tek)	1000 pack			
Spork (only US Foods)	2000 Pack			
Gloves	10/100 case			
Hair Nets	144 pack			
Clear Containers	200 cs			
Dawn Dish Soap	8/38oz			
Bleach	6/gallon			
Oven Cleaner	6/20oz			
Stainless Steel Cleaner	6/18 oz			
Floor Cleaner	45/3oz			
Delimer	4/1 gallon			

**ATTACHMENT C  
VENDOR BID FORM**

**Notice to Bidders:**

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with BHCA, Inc. Food Service Program on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the Contract Documents.

This Bid is submitted to: Bay Haven Charter Academy, Inc.  
Food Service Program

This Bid is submitted on this date: May 15, 2026 \_\_\_\_\_

This Bid is valid for thirty (30) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:

Kelly Phelan  
Director of Ancillary Services  
[phelak@bayhaven.org](mailto:phelak@bayhaven.org)

**Receipt of Addenda:**

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date \_\_\_\_\_

**Checklist for Bidder:**

The following documents are attached to and made part of the Bid (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Lobbying Certifications | <input type="checkbox"/> Specifications          |
| <input type="checkbox"/> Vendor Bid Form         | <input type="checkbox"/> Contract Signature Page |
| <input type="checkbox"/> Debarment Certification |  |

**Bid Pricing:**

Unless items are specifically excluded in the Bid, BHCA, Inc. shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

**Total Bid Price:** \_\_\_\_\_

**Authorized Signature of Bidder:**

This Bid form must be signed by an individual with actual authority to bid the company.

Company type (check one):

Sole Proprietorship     Partnership     Corporation     Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB and that this Bid response is submitted in accordance with the IFB requirements.

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

Federal ID #1: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature\*\* : \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Witness's Signature\*\* : \_\_\_\_\_

Witness's Name: \_\_\_\_\_

Witness's Title: \_\_\_\_\_

\*+ The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

If any employee other than the President or Vice President signs on behalf of the Corporation, or if the President's or Vice President's signature is not attested by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signatures should be attached to this bid. Failure to attach a copy of the appropriate authorization , if required, may result in rejection of the bid.

**ATTACHMENT D  
DELIVERY SITES  
BHCA, INC. FOOD SERVICE PROGRAM**

Bay Haven Charter Academy  
Tammy Surber, Food Service Manager  
2501 Hawks Landing Blvd.  
Panama City, FL 32405  
[Email: surbet1@bayhaven.org](mailto:surbet1@bayhaven.org)  
Phone: 850-248-0298

North Bay Haven Charter Academy  
Jessica Greene, Food Service  
Manager 1 Buccaneer Lane  
Panama City, FL 32404  
[Email: greenj@bayhaven.org](mailto:greenj@bayhaven.org)  
Phone: 850-248-0801



# 2025-2026

## STUDENT DAYS

Students	Month	Days
	Aug	15
	Sep	21
	Oct	21
	Nov	14
	Dec	15
	Jan	16
	Feb	19
	Mar	16
	Apr	21
	May	19
		177

July '25						
S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August '25						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September '25						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October '25						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November '25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December '25						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January '26						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February '26						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March '26						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April '26						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May '26						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June '26						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Days in GREEN are school days - STUDENTS ARE HERE  
 Days in BLUE - NO STUDENTS

**ATTACHMENT E**

**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)



## 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.*

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 prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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### *Instructions for Certification*

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

**ATTACHMENT G**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

BIDDER is the

\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

QUOTER is fully informed respecting the preparation and contents of the attached quote and of all pertinent circumstances respecting such quote;

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

Neither the said QUOTER 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 QUOTER, firm or person to submit a collusive or sham quote in connection with the Contract for which the attached quote has been submitted; or to refrain from quoting in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any QUOTER, firm, or person to fix the price or prices in the attached quote or any other QUOTER, or to fix any overhead, profit, or cost element of the Quote Price or the Quote Price of any other QUOTER, 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 quote are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the QUOTER 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:

76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

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 three before completing certification.)***

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
  4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
  5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (*Street Address, City, County, State, Zip Code*)

Check  if there are workplaces on file that are not identified here.

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.

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### *Instructions for Certification*

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2 in accordance with these instructions.
- (2) The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee must inform the agency of the change(s). If it previously identified the workplaces in question, see instruction (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. §812, and as further defined by 21 CFR §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).