



Alee Academy · 1705 E County Road 44, Eustis, FL 32736. <https://aleeacademy.org/>

**REQUEST FOR QUOTATION (RFQ) ACKNOWLEDGEMENT FORM**

**RFQ#01– Food Purchasing Services for Alee Academy**

Question Deadline: October 4, 2024 @ 4:00PM EST  
**Due Date/Time: October 7, 2024, 3:00 PM EST**

Direct all inquiries in writing to: Cindy Emerick, Director, [emerickc@aleeacademy.org](mailto:emerickc@aleeacademy.org)

Quotations, must be received by Alee Academy, attn: Cindy Emerick, [emerickc@aleeacademy.org](mailto:emerickc@aleeacademy.org) by the due date and time as indicated above. All quotations shall be accepted **only** via email to [emerickc@aleeacademy.org](mailto:emerickc@aleeacademy.org) by opening date and time. No late responses will be accepted.

The Respondent hereby certifies by submission and signature of this quotation that Respondent complies fully with this RFQ. In addition the representative below is duly authorized to sign this quotation on behalf of Respondent, company, or corporation and fully understands that by virtue of executing and returning this Quotation Acknowledgment Form represents complete and unconditional acceptance of the requirements, terms and conditions of this RFQ and all appendices and any addendums released hereto.

Respondent hereby agrees to provide the services and/or items specified in the RFQ at the prices quoted pursuant to the requirements of this document.	
<b>Authorized Signature:</b>	Name & Title
Respondent Name	Federal I.D.
Mailing Address	City
City	State Zip
Telephone Fax	E-Mail Address
Date	Contact Person, Number
Receipts of the following web posted Addenda are hereby acknowledged: (List all attached Addenda)	
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____	
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____	

**This form shall be completed and returned with your quotation. All quotations shall be signed by an officer or employee having authority to legally bind Respondent(s).**

Thank you for your interest in doing business with Alee Academy.

**PURPOSE & BACKGROUND:** Alee Academy desires to establish a contract with a Group Purchasing Organization (“GPO”), to provide comprehensive food purchasing services with improved pricing of foods and non-food items that meet current USDA standards in the following categories: Meat, Dairy, WG Rich Bread, and Grains, Snacks, and Disposables for Alee Academy. Delivery and address info attached in Appendix 1.

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

Meal programs to be serviced with the contracted items include the United States Department of Agriculture (“USDA”) National School Lunch Program, School Breakfast Program, After School Snack Program, Evening Supper, Summer Seamless, and / or Summer Food Service Program.

Alee Academy is a Public school located in Lake County, Florida. The goal of the Food Service Program is to provide nutritious meals to the enrolled students that follow USDA Meal Pattern for the National school Lunch Program and the National School Breakfast Program and After School Snack Program.

**Alee Academy ORGANIZATION:** The philosophy of Alee Academy Charter High School in Eustis, Florida is to utilize the latest in technology and teaching strategies to increase the academic, vocational, and social skills of each individual student. It is the goal of the school to discover and develop the special strengths of each student and nurture these in a safe and secure environment.

**Alee Academy Mission:** The purpose of Alee Academy is to provide at-risk and former dropout students the opportunity to complete their high school course work, develop vocational skills, gain employment, and earn a high school diploma. Credit recovery and the Performance Based Diploma Option program are the two opportunities afforded through a non-traditional learning environment. Alee believes that all students can achieve excellence in a positive and challenging educational environment that stimulates their interest, channels their energies, and develops their abilities. Recognizing the individual strengths and intrinsic worth of all students, the staff will provide specific skill development opportunities for all students to increase self-confidence and achieve self-discipline.

The staff of Alee believes that “If you treat someone the way he is, he will remain as he is. If you treat someone the way he could be and ought to be, he will become what he could be and ought to be.”

Questions concerning any portion of this solicitation shall be directed in writing via email to the below named individual who shall be the official point of contact for this solicitation.

Name:	Cindy Emerick, Director
E-mail:	emerickc@aleeacademy.org
Address:	1705 E County Road 44 Eustis, FL 32726-2500

**No-Contact:** All prospective proposers are hereby cautioned not to contact any Board member or employee of the Alee Academy, or affiliated schools, nor attempt to persuade or promote through other channels. All requests for additional information must be submitted in accordance with instructions contained in this Request for Quotation. Failure to comply with these procedures may be cause for disqualification of firm’s submittal.

**SECTION 1 -- INSTRUCTIONS TO VENDORS**

1. Quotation Due Date: All quotations must be received no later than **3PM EST, on October 7, 2024**. Respondent will be responsible for its timely submission of their submittal. All proposals must be signed by an officer or employee having authority to legally bind Respondent. Any corrections of unit prices must be initialed.
2. **IMPORTANT NOTICE TO BIDDERS: The Food Services Department of Alee Academy will provide posting, notification, and processing of their bid opportunities on their website at [aleeacademy.org](http://aleeacademy.org).** Any forthcoming addendums or other official communications, including answering Q&A will be issued Friday, October 4, 2024 and will be able to be accessed at the link above. If you have submitted a Submittal Package without Alee Academy issued forms and/or acknowledgment of issued addenda and/or meet the Solicitation Package requirements as provided by the Alee Academy you may be disqualified. Quotations not conforming to the instructions provided herein may be subject to disqualification at the sole option of Alee Academy. Any quotation may be withdrawn prior to the date and time the proposals are due. Any quotation not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide Alee Academy with the services specified in the quotation. Submittals/Responses shall be accepted only through **Cindy Emerick, [emerickc@aleeacademy.org](mailto:emerickc@aleeacademy.org)**
3. Recommended awards will be posted for review by interested parties on or about October 7, 2024 by 4:00PM and will remain posted at [aleeacademy.org](http://aleeacademy.org) for a period of 72 hours. Since this information is available as outlined above, the Alee Academy will not mail or fax recommendation of award notices to all bidders. All non-award information will also be posted at [aleeacademy.org](http://aleeacademy.org)
4. Failure to file a protest within the time prescribes in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida statutes.
5. **SCHEDULE OF EVENTS:**

Question and Answer Period	September 9 through October 4, 2024
Deadline for Questions	October 4, 2024 @ 4:00PM

Last date for addendums	October 4, 2024 @ 4:00PM
<b>Proposals Due</b>	<b>October 7, 2024 @ 3:00PM</b>
Evaluation	October 7, 2024
Recommendation for Award	October 7, 2024 @ 3:45PM
Anticipated Board Action	October 8, 2024 @ 5:30PM

5. PRE-SUBMITTAL CONFERENCE

There will be no pre-submittal conference. Questions will be answered and addendums posted by close of business Friday, October 4, 2024.

6. REQUEST FOR INFORMATION

All questions must be submitted by information cut-off date listed above, questions received after said date will not be considered. Inquiries must be made through [emerickc@aleeacadmy.org](mailto:emerickc@aleeacadmy.org). Those interpretations which may affect the eventual outcome of this quotation will be posted at [www.aleeacademy.org](http://www.aleeacademy.org) for all prospective Respondents to view. Only the interpretation or correction so given by Alee Academy, in writing, shall be binding and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ and the selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFQ.

Selection committee members, Alee Academy members, and Alee Academy personnel (except Cindy Emerick) are not to be contacted prior to the Alee Academy decision to approve or reject the final recommendation presented to the Alee Academy Board. At the discretion of Alee Academy, failure to comply with this requirement will be grounds for disqualification. Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of release of the Request for Proposals and continue through and include the date the Alee Academy makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify a Respondent from consideration.

By submission of a quotation, Respondent understands that award of the solicitation by Alee Academy, and any subsequent purchase orders and agreements, shall constitute a binding and enforceable contract. Unless otherwise stipulated in the solicitation documents, no other contract documents shall be issued.

7. **RFQ RESPONSE REQUIREMENTS/FORMS:** When submitting the electronic copy of your quotation an attachment package of required forms **shall be** included with your submittal.

## SECTION 2 -- SCOPE OF SERVICES:

- 2.1 Alee Academy is seeking a Group Purchasing Organization (GPO) or other procuring agent able to provide broad and extensive purchasing programs with manufacturers or supplier community, to obtain food and cafeteria paper products as listed in **Appendix 2**- Price quote sheet of top 50 items
- 2.2 GPO shall provide:
  - 2.2.1 Complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
  - 2.2.2 Separation of manufacturer agreements from distributor agreements. Alee Academy may retain the right to select distribution provider.
  - 2.2.3 Ability to perform distributor contract price audits. Audits should check all pricing mechanisms, including firm priced and fixed fee items.
  - 2.2.4 All competitive bid documentation of bid pricing performed on behalf of Alee Academy must be available upon request.
  - 2.2.5 Support for advising and assisting Alee Academy in evaluating existing purchases and making recommendations for alternative products which meet the purpose, nutritional requirements, and quality objectives.
  - 2.2.6 Ability for Alee Academy to negotiate with manufacturer/supplier community and implement direct supplier agreements for the benefit of Alee Academy.
  - 2.2.7 Provide market intelligence including: market conditions, product recalls, product availability, and other pertinent information for nutritional purchases
  - 2.2.8 Purchasing services must meet or exceed all Federal, State, Local and Alee Academy procurement guidelines, policies, regulations, and laws for all Child Nutrition Programs
  - 2.2.9 The services provided shall be operated and maintained as a benefit to the Alee Academy students, faculty, and staff.
  - 2.2.10 The services provided shall be managed to promote maximum participation in the Child Nutrition Programs.
  - 2.2.11 Services to each site as specified in **Appendix 1**-Location of Schools.
  - 2.2.12 The Alee Academy may add or remove sites and/or meal periods for existing programs to Location of Schools at any time during each Contract Term unless the addition or removal Appendix 1 of sites and/or meal periods creates a material or substantive Contract change.

- 2.2.13 Alee Academy reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 2.2.14 The GPO shall be an independent contractor and not an employee of the Alee Academy . The employees of the GPO shall be considered solely employees of the GPO and shall not be considered employees or agents of Alee Academy in any fashion.
- 2.2.15 The GPO shall conduct the provided services to ensure compliance with the rules, policies, and statutes of the Florida Department of Agriculture and Consumer Services (“FDACS”) and the USDA regarding Child Nutrition Programs.

2.2.16 Alee Academy shall be legally and financially responsible for the conduct of the services provided for all of the schools under Alee Academy's School Food Authority (SFA). Alee Academy shall supervise the services to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs. 2.2.17 Alee Academy reserves the right to maintain, add, and/or remove products from quotation.

### **2.3 SCHOOL FOOD AUTHORITY RESPONSIBILITIES:**

- 2.3.1 Alee Academy shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.
- 2.3.2 Alee Academy shall ensure that the food service operation is in conformance with its Child Nutrition Programs Agreement and the Eligibility Manual for School Meals Determining and Verifying Eligibility.
- 2.3.3 Alee Academy shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 2.3.4 Alee Academy shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA. **The fall menu is available after Attachment 6 (September through November).**
- 2.3.5 Alee Academy shall inform the GPO of any adjustments to menus/expected usage and monitor implementation of adjustments.
- 2.3.6 Alee Academy shall be responsible for resolution of program reviews and audit findings.

### **2.4 GROUP PURCHASING ORGANIZATION RESPONSIBILITIES:**

- 2.4.1 Provide procurement services that meet all Federal and State guidelines for items listed in Attachment 2 - Quotation Price Sheet

- 2.4.2 Ability to integrate with Alee Academy ordering method or if unavailable provide an acceptable electronic method of purchasing, keeping track of orders, rebates, deliveries, invoices, and quarterly report.
- 2.4.3 Provide methods of purchasing items which pricing may change daily or weekly. GPO must have the ability to adjust pricing of items properly procured in Appendix 2, including fresh produce, milk, and other items that price will regularly fluctuate. GPO must have a mechanism in place for these items.
- 2.4.4 Provide Fee structure for services.
- 2.4.5 Provide competitively bid contracts, pricing and information, catalogues, search information, technical information, and any contract extensions/renewals, etc.
- 2.4.6 Provide staff to assist Alee Academy as needed.
- 2.4.7 Provide the capabilities to procure distribution of USDA commodity products if requested.
- 2.4.8 Provide copies of all procurement documents.
- 2.4.9 Provide input and evaluation of food items, supplies and materials bid/quotation responses prior to award.
- 2.4.10 Provide information of any nutritional facts, CN label or bid specification sheet as per request.
- 2.4.11 Rebates, Discounts, and Credits: Any such rebates, discounts and credits must accrue to the benefit of Alee Academy. Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value, or other direct or indirect remuneration from manufactures/vendors or other persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the Alee Academy's nonprofit food service account. In addition, GPO will refund Alee Academy for any overpayment. All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the Alee Academy's nonprofit food service account.

**2.5 Purchases/Buy American:**

- 2.5.1 The GPO shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.
- 2.5.2 The GPO shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.

- 2.5.3 The GPO may substitute commercially-purchased foods for all other USDA Food received. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the Alee Academy. Consideration must be given first to the use of domestic alternatives before a non-domestic exception will be approved. GPO / Affiliated distributor must maintain documentation to support using non-domestic items base don costs being significantly higher and when domestic products are not being produced in sufficient and reasonable quantities of satisfactory quality.
- 2.5.4 Alee Academy shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by the
- 2.5.5 GPO may be required to certify the percentage of United States content in the products supplied to Alee Academy.
- 2.5.6 Alee Academy reserves the right to review GPO purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.
- 2.5.7 The GPO shall provide Nutrition Facts labels and any other documentation requested by the Alee Academy to ensure compliance with United States content requirements.
- 2.5.8 Products provided by offeror in Attachment 2 must be "Approved Brand or Equal." The brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by Alee Academy.

## **2.6 EMPLOYEES**

- 2.6.1 The GPO shall comply with all wage and hours of employment regulations of Federal and State law.
- 2.6.2 The GPO shall pay all GPO employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 2.6.3 The GPO shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of Alee Academy premises, as established by the Alee Academy and furnished in writing to the GPO.
- 2.6.4 The GPO shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all GPO employees and anyone contracted on the GPO's behalf, assigned to Alee Academy if entering Alee Academy, and results are provided to Alee Academy per the Jessica Lunsford Act, section 1012.32, Florida Statutes.

## **2.7 RECORD KEEPING**

- 2.7.1 The GPO shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state or local laws and regulations that govern the Alee Academy regarding record keeping and records retention.



2.7.2 All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of Alee Academy, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

## **SECTION 2A SPECIAL CONDITIONS**

- 2.1A **USDA FOODS:** Any USDA Foods received for use by Alee Academy, and made available to the GPO shall be utilized within the specified Term of this Contract in the Alee Academy food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7C.F.R. Part 250.
- 2.2A The GPO shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of Alee Academy.
- 2.3A The GPO shall manage all USDA Foods to ensure the foods are utilized for use by Alee Academy's food service.
- 2.4A The GPO shall utilize all USDA ground beef, ground pork, and processed end products received for use by Alee Academy's food service. Commercially-purchased foods shall not be substituted for these foods.
- 2.5A The GPO shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by Alee Academy.
- 2.6A The GPO shall credit Alee Academy's monthly bill/invoice the current market value of all USDA foods received during each Contract Term as the foods are used in the Alee Academy's food service. The GPO must credit Alee Academy for all USDA Foods received for use in Alee Academy's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
- 2.7A Credit issued by the GPO to Alee Academy for USDA foods received during each Contract Term and used in Alee Academy's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in Alee Academy's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS.
- 2.8A The current value of USDA Foods is based on the information listed on Alee Academy Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.

- 2.9A Alee Academy shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).
- 2.10A At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by Alee Academy to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the GPO during each Contract Term for use in the Alee Academy food service.
- 2.11A Alee Academy's shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.
- 2.12A Alee Academy reserves the right to conduct commodity credit audits throughout each Contract Term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.
- 2.13A The GPO must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to Alee Academy, and shall credit Alee Academy either monthly or through a fiscal year-end reconciliation.
- 2.14A Alee Academy and GPO shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If Alee Academy and GPO cannot agree on end products, the GPO shall utilize the USDA Foods in the form furnished by the USDA.
- 2.15A If the GPO acts as an intermediary between a processor and Alee Academy and the GPO shall credit Alee Academy the current market value of the USDA Foods contained in the processed end products unless the processor is providing such credit to Alee Academy. Such credit shall be issued to Alee Academy on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 2.16A The GPO shall not enter into any processing agreements with a processor as required in subpart C of 7 C.F.R. Part 250. The GPO shall also not enter into any subcontracts for further processing of USDA Foods.
- 2.17A The GPO shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The GPO must submit to the Alee Academy monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 2.18A Alee Academy, the FDACS, the Auditor General, and the USDA, or their duly authorized representatives, may perform on-site reviews of the GPO's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.

2.19A The GPO shall return all unused USDA ground beef products, ground pork products, processed end products to Alee Academy upon termination, expiration, or non-renewal of the Contract.

2.20A At the discretion of Alee Academy the GPO may be required to return other unused USDA Foods to Alee Academy upon termination, expiration, or non-renewal of the Contract.

2.21A Alee Academy shall retain title to all USDA Foods provided to the GPO for use in the Alee Academy food service.

2.22A USDA donated foods or processed end products containing USDA donated foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

## **SECTION 3 -- PREPARATION ORDER AND REQUIRED CONTENT**

### **3.1 Quotation Preparation**

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the quotation and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of Alee Academy, the requirements of this RFQ, and completeness and clarity of content.

### **3.2 REQUIRED INFORMATION AND FORMAT**

Quotations must provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the quotation and may be grounds for disqualification. Copies of the quotation signed by an authorized representative of Respondent, including name, title, address, and telephone number of one individual who is Respondent's designated representative.

### **3.3 TABLE OF CONTENTS**

Clearly outline and identify the material and responses by the tab and page number. Outline in sequential order the major areas of the responses, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

#### **TAB 1 - RESPONDENT'S PROFILE AND SUBMITTAL LETTER**

RFQ Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business. A brief profile of the firm, including:

- A. A brief history of the business
- B. Organizational structure of business
- C. Ownership interests
- D. Active business venues (counties, states, etc.)
- E. Present status and projected direction of business
- F. Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
- G. A confirmation of your company's understanding of the requirements/scope of services/specifications of this formal solicitation and familiarity and interest in providing group purchasing organization services.
- H. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.

#### **TAB 2 - QUALIFICATIONS AND EXPERIENCE**

- Organizational History, Structure, and Authoritative Direction of Control

- Respondent must maintain and include a current business license. Respondent must keep current all licenses and permits, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder, and shall pay promptly when due all such fees. Respondents must provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. Alee Academy reserves the right to request documentation at any time during the contract period.
- Respondent shall provide an organizational chart of its administrative staff.
- Respondent must demonstrate a record of company stability for the last five (5) years and provide information supporting evidence as follows:
  - State number of years in business.
  - State the location, address, and telephone number of Respondent's offices.
  - Discuss any name changes, changes in ownership, reorganizations, etc.
- Administration and Staff Qualifications: Respondent shall describe the qualifications and experience of the partners, managers, supervisors, senior staff, customer service, and all staff that will provide the services to Alee Academy. Respondent shall ensure that staff has all required licenses, certifications, and training appropriate for such persons' role and function within the firm. Documentation that describes job qualifications and experience will be acceptable. Provide the name and contact information for the point of contact for these services.
- Respondent shall provide a customer list and/or a list of current or recently completed projects which best illustrate the experience of Respondent in the following areas:
  - Name and location of the engagement.
  - The nature of Respondent's responsibility on the engagement.
  - Name, address, telephone, and fax number for each project contact who may be contacted as a reference.
  - Date engagement was completed or is anticipated to be completed.
  - Size of engagement (project dollar value).
  - Services for which Respondent's staff was responsible.
  - Present status of the engagement.
  - Respondent's key professionals involved on the engagement and who, of that staff, would be assigned to the services covered by this RFQ.
- References: Please provide at least three (3) Florida School District or Charter References or (3) most comparable municipal references that Alee Academy may contact as references. Please complete a Reference Form with the following for each reference including:
  - District, key contact person(s);
  - Job title(s) address, phone number, email address for key contacts of the district/municipality.
- License Sanctions: List any regulatory or license agency sanctions. Alee Academy may perform a background check on respondent with all state and regulatory agencies.

- **Litigation:** Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
  
- Respondent shall disclose number of partners, managers, and other key staff used to perform the scope of the RFQ. If applicable, identify all subcontractors necessary to conduct the project. Describe the range and scope of activities performed by the contracting organization, including capability to fulfill the specifics of the project (e.g., staff, equipment, workload, etc.).

**TAB 3 - SCOPE OF SERVICES**

Describe Respondent's understanding of the scope of services as described in Section 2 of this RFQ. Include a written statement explaining your firm's approach to providing comprehensive group food purchasing services.

**TAB 4 - QUOTATION PRICING**

The quotation shall include Respondent's proposed pricing as requested on (**Attachment 2-Quotation Price Sheet**). Alee Academy reserves the right to accept or reject proposed pricing. Cost of providing proposed services and potential savings will be determined utilizing the Quotation Price Sheet and any additional applicable documentation provided. Conformity of Specification quotation response must include information on methods GPO will utilize to address items in, Section 2 Scope of Work and Section 2.4 GPO Responsibilities. Quotation represents only top 50 items as of 8/22/2024, other items will be purchased based on competitiveness of the quote for the top 50.

**Tab 5 - COMPLIANCE REQUIREMENTS—ATTACHMENT PACKAGE**

This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.

Proposals shall include the following:

- **Attachment 1: Quotation Acknowledgement Form**
- **Attachment 2: Quotation Price Sheet**
- **Attachment 3: Reference Form (minimum of 3 references required)**
- **Attachment 4: Public Entity Crimes Affidavit**
- **Attachment 5: Non-Collusion Affidavit**
- **Attachment 6: Federal Debarment Form**

**TAB 6 - ADDITIONAL INFORMATION**

Any additional information or data which Respondent deems essential to the quotation and for consideration should be included in a separate section of the submittal titled "Additional Information". Additional information presented for consideration should include additional costs to Alee Academy. If there is no additional information to present, state in this section: "There is no additional information that Respondent wishes to present."

## SECTION 4 -- QUOTATION EVALUATION

4.1 Timely submitted responsive proposals will be evaluated by an Evaluation Committee of Alee Academy. Each representative will score each quotation using the criteria described below Evaluation Procedures.

### 4.2 EVALUATION CRITERIA

Only proposals that meet the compliance requirements will be evaluated based on the following criteria.

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Cost of providing proposed services and potential savings	<b>40 Points</b>
Conformity of Specifications	<b>20 Points</b>
Value-added Services available	<b>20 Points</b>
References & Experience	<b>20 Points</b>
<b>TOTAL Possible Points</b>	<b>100 Points</b>

An evaluation committee will evaluate the proposals received. Each committee member will independently score each quotation using the predetermined point system following the set of evaluation criteria listed in Section 9.2 Assignment of evaluation points. Each Committee member's quotation scores will be ranked with the firm receiving the highest score and also receiving the highest number of composite points (i.e. if 10 firms' submitted proposals, the highest scored firm would receive 10 composite points, the second highest would receive 9 composite points, etc.). These composite points will then be added together and the proposals with the highest overall composite points will be placed on a short-list.

Lowest cost will be awarded 40 points. All other cost portion of the quotation submitted by other vendors will have the lowest cost quotation divided by the higher cost quotation of each vendor resulting in a percentage of the 40 points.

Respondents shall be liable for all costs associated with their presentation. The Procurement Services representative shall calculate all scoring and determine a ranking of the shortlisted firms based on the presentation/interview evaluation criteria above. The highest ranked firm(s) will be recommended for award.

### 4.3 RIGHT TO NEGOTIATE

Alee Academy reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, Alee Academy reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until agreement is reached.

## SECTION 5 -- GENERAL TERMS AND CONDITIONS

- 5.1 AWARD:** A contract will be recommended for award to the responsive and responsible proposer who achieves the highest point score through the quotation evaluation process as outlined later in this document under the Method of Evaluation section. In addition, Alee Academy at its sole discretion, reserves the right to cancel this RFQ, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Alee Academy to do so. Alee Academy reserves the right to negotiate with the highest ranked proposer regarding quotation scope, quality, price and any other issues it considers relevant to successful performance of the services. If an agreement cannot be reached with the highest ranked proposer, Alee Academy reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.
- 5.2 CONTRACT:** A contract or agreement will be released, after award, for any work to be performed as a result of this RFQ. The quotation, negotiated terms, and the contract will constitute the complete agreement between Respondent and Alee Academy. If Respondent requires an additional contract, then Respondent should include their sample contract as an attachment to the quotation submitted for review.
- 5.3 CONTRACT TERM:** The term of this contract shall be for one (1) year beginning immediately after Board approval. Pricing, terms, and conditions of the base contract will remain for an initial period. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. Respondent agrees to this condition by signing its quotation.
- 5.4 CONTRACT RENEWAL:** Alee Academy at its sole discretion, may exercise options to extend the contract for up to four (4) additional one-year periods based upon funding availability and by mutual written consent of both parties. Respondent understands that any rate increases must be requested in writing with supporting documentation, approved by Alee Academy, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the first five (5) years of the contract.
- 5.5a CONFLICT OF INTEREST:** All Respondents must disclose the name of any officer, director, or agent who is also an employee of Alee Academy. All Respondents must disclose the name of any Alee Academy school employee who owns, directly or indirectly, any interest in the Respondents' business or any of its branches.
- 5.5b PROHIBITION OF GRATUITIES:** By submission of a quotation, a contractor certifies that no employee of Alee Academy has, or will, benefit financially or materially from such quotation or subsequent contract. Any contract issued as a result of this RFQ may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
- 5.6 MINOR IRREGULARITIES:** Alee Academy reserves the right to waive minor irregularities or technicalities in proposals, and in its sole discretion, request a clarification regarding a quotation(s), providing such action is in the best interest of Alee Academy. Minor irregularities are defined as those that have no adverse effect on the Alee Academy best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.
- 5.7 PROTEST:** Any person who is affected adversely by the decision or intended decision shall file with the Alee Academy Board, through its Director, a written notice of protest within 72 hours after the



posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest.

With respect to a protest of the specification contained in an invitation to bid or in a request for quotation, the notice of protest shall be filed in writing within 72 hours after the receipt of the project plans and specification or intended project plans and specification in an invitation to bid or request for quotation (but no later than the time when the bids or responses must be received in order to be considered), and the formal writing protest shall be filed within 10 calendar days after the date the notice of protest is filed. The 72 hours period referred to herein shall not include Saturday, Sundays, or holidays. The word "holiday" shall mean any weekday on which the Alee Academy Administrative Offices are closed.

Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The formal written protest shall state with particularity the facts and law upon which protest is based. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.7(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Alee Academy in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, or money order will be an acceptable form of security.

If after completion of the administrative hearing process and any appellate court proceedings, Alee Academy prevails, it shall recover all cost and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from Alee Academy all costs and charges which shall be include in the final order of judgment, excluding attorney's fees.

Upon receipt of the formal written protest and protest bond which has been timely filed, Alee Academy shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final Board action, unless Director of Alee Academy sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

**5.8 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** In accordance with Section 287.135 of the Florida Statutes, Alee Academy RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF Alee Academy "A company that, at the time of bidding or submitting a quotation for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a quotation for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all

wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Alee Academy may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, Alee Academy reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a quotation for, or enter into or renew a contract, should Alee Academy determine that the conditions set forth in Section 287.135(4) are met.

- 5.9** Alee Academy does not discriminate on the basis of race, religion, color, national origin, gender, genetic information, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices.

Cindy Emerick, Director  
Alee Academy  
Phone: 352-357-9426  
emerickc@aleeacademy.org

An entity or affiliate who has been placed on the discriminatory vendor list, a list published by the State of Florida, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- 5.10 PUBLIC ENTITY CRIMES DISCLOSURE:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 5.11 DRUG-FREE WORKPLACE.** Whenever two or more RFQs are equal with respect to price, quality, and service, a RFQ received from a business that certifies that it has implemented a drug-free

workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by Alee Academy at an additional cost prior to working on the Alee Academy account.

**5.12 CONTINGENT FEE PROHIBITED.** The Proposer warrants that they have not employed or retained any third party other than the Proposer's employee or agent to solicit or secure an award hereunder and that they will not pay a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.

Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder, to solicit or secure this RFQ and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for proposer, any fee, commission, percentage, gift or any other consideration contingent upon, or resulting, from the award of making of this RFQ.

**5.13 PAYMENT TERMS:** Respondent shall state on the quotation Price Sheet the Terms and Conditions it will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). Alee Academy shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by respondents who use the tangible personal property in the performance of contracts for the improvement of Alee Academy owned real property as defined in Chapter 192 of the Florida Statutes. Payment will be made to the contracted GPO no later than thirty (30) days after the receipt of the invoice, fee structure, or agreement.

**5.14 INVOICES:** The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. A separate invoice must be received for each purchase order number.

When applicable, the GPO shall ensure the distributor submits itemized invoices to the Alee Academy schools. Payment will be made to the successful contractor no later than thirty (30) days after the receipt of the invoice.

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

**5.15 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Respondent shall indemnify, defend, and hold harmless Alee Academy, its board members, employees, representatives from and against all claims, suits, actions, damages, losses, expenses, and/or a cause of action, including but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of or in connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or a

cause of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property of a third party including the loss of use, (ii) loss of Respondent's tools and equipment used in connection with this Agreement, and (iii) is caused or incurred in whole or in part by Respondent or any of its subcontractors, agents, or anyone directly or indirectly employed by contractor, subcontractor, agents, regardless if caused in part by Alee Academy. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from Alee Academy 'sole gross negligence or intentional misconduct.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of Alee Academy' sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes. Any indemnity or assumption of liability by Alee Academy hereunder shall be subject to Alee Academy rights to sovereign immunity and any other limitations of liability Alee Academy pursuant to Florida law.

**5.16 INSURANCE:** At its sole expense, VENDOR shall maintain the following insurance during the contract term and such insurance will apply to VENDOR, its employees, agents, and subcontractors:

5.16.1 Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);

5.16.2 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VENDOR, in an amount not less than three hundred thousand dollars (\$300,000) combined single limit per occurrence for bodily injury and property damage with the Alee Academy as an additional named insured;

5.16.3 Professional Liability Insurance in the amount of one million dollars (\$1,000,000); and

5.16.4 Workers' Compensation Insurance for all employees of the GPO as required by Florida Statutes. A Waiver of Subrogation in favor of Alee Academy and its members, officers and employees shall be endorsed onto the workers' compensation policy.

5.16.5 "Alee Academy of Lake County, Florida and its members, officers and employees" shall be listed as an additional insured on the Comprehensive General Liability insurance coverages/policies.

5.16.6 The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the GPO.

5.16.7 The GPO shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:

5.16.7.1 The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating

of "A" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or

5.16.7.2 With respect only to the Workers' Compensation Insurance, the company may be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

5.16.8 Neither approval nor failure to disapprove the insurance furnished by the GPO to the Alee Academy shall relieve the GPO of the GPO'S full responsibility to provide insurance as required under this Agreement.

5.16.9 The GPO shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the GPO. The GPO shall be responsible for notifying Alee Academy within 48 hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the contractual period, the GPO shall be responsible for submitting new or renewed certificates of insurance to Alee Academy at a minimum of fifteen (15) calendar days in advance of such expiration.

5.16.10 Unless otherwise notified, the certificate of insurance shall be delivered within ten (10) days of execution of agreement.

5.16.11 In the event that GPO fails to maintain insurance as described above, paragraph "A" of this Agreement, GPO agrees that such failure will constitute a material breach of this Agreement and Alee Academy shall have the right to terminate this Agreement without further liability. Further, GPO agrees that upon such breach, Alee Academy may take any action necessary at law or in equity to preserve and protect Alee Academy's rights.

**5.17 FUNDING OUT/CANCELLATION:** Section 237.161, Florida Statutes, et seq., prohibit Alee Academy from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following "Funding Out" provision is an integral part of this solicitation and must be agreed to by all Respondents: Alee Academy may, during the contract period, terminate or discontinue the services covered in this quotation at the end of the district's then current fiscal year upon ninety (90) days' prior written notice to the successful Respondent.

Such prior written notice will state the following: "The lack of appropriated funds is the reason for termination. This includes an agreement not to replace the services being terminated with services similar to those covered in this quotation from another GPO in the succeeding funding period. This written notification will thereafter release Alee Academy of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

- 5.18 TERMINATION / CANCELLATION OF CONTRACT:** Alee Academy reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The Respondent may cancel the resulting contract with one hundred twenty (120) days written notice to Cindy Emerick, Director. Failure to provide proper notice to the Alee Academy may result in the respondent being barred from future business with the Alee Academy.
- 5.19 TERMINATION FOR SCCS' CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the Alee Academy representative shall determine that such termination is in the best interest of Alee Academy. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and Alee Academy shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
- 5.20 TERMINATION FOR DEFAULT:** Alee Academy may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor: refuses or fails to deliver the goods or services within the time specified; fails to comply with any of the provisions of this RFQ, or so fails to make progress as to endanger performances, hereunder, or becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, Alee Academy liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- 5.21 ACCEPTANCE OF VENDOR RESPONSES:** Alee Academy reserves the right to accept proposals and to accept or reject portions of a quotation based upon the information requested. Respondents may be excluded from further consideration for failure to fully comply with the requirements of this RFQ solely at the District's discretion.
- 5.22 NON-EXCLUSIVE AGREEMENT:** This RFQ does NOT establish an exclusive arrangement between Alee Academy and vendor. Alee Academy reserves, but is not limited to, the following rights:
- The right to use others to perform work and services described in this RFQ;
  - The right to request proposals from other Respondents for work described in this RFQ;
- and

- The unrestricted right to bid any work or services described herein.

**5.23 QUALIFICATIONS OF VENDORS:** Alee Academy expressly reserves the right to reject any quotation if it determines that the business and technical organization, equipment, financial and other resources, or experience of vendor, compared to work proposed, justifies such rejection.

**5.24 BACKGROUND INVESTIGATIONS.** The CONTRACTOR represents and warrants to Alee Academy that the CONTRACTOR has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes and shall provide Alee Academy with proof of compliance upon request. CONTRACTOR agrees to indemnify and hold harmless Alee Academy, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468

**5.25 AMENDMENT & CANCELLATION:** Alee Academy reserves the right to cancel, recall, and/or reissue all, or any part, of this RFQ, at any time.

**5.26 WITHDRAWAL:** By written request to Cindy Emerick, Director, vendor may withdraw from the RFQ process at any time before the closing date for the receipt of proposals.

**5.27 CONFIDENTIALITY OF INFORMATION:** Alee Academy reserves the right to retain all copies of

vendor proposals submitted in response to this Request for Proposals. You are hereby notified that under FS 119.07, ("Florida Sunshine Law") proposals submitted in response to this solicitation cannot be granted immunity from public scrutiny. All information submitted must be made available to the public for examination, if so requested. Respondent requests to hold certain submitted materials in confidence cannot be honored. If it is essential to your organization that certain materials are kept confidential, and they are a required element of this Request for quotation, it is recommended that you decline to respond to this solicitation.

**5.28 PUBLIC RECORDS:** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF SECTION 119.0701, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT Cindy Emerick, Director, AT 352-357-9426, emerickc@aleeacademy.org, 1705 E County Rd 44, Eustis, FL 32736

**5.29 QUOTATION PREPARATION COSTS:** The costs of developing proposals are entirely the responsibility of the vendor, and shall not be charged in any manner to Alee Academy. This includes, but is not limited to, the direct cost of vendor personnel assigned to prepare vendor's response to the RFQ and any out-of-pocket expense (including, but not limited to, travel, accommodation, supplies) incurred by vendor in preparing the response to the RFQ.

**5.30 SUPPLEMENTAL MATERIALS:** Proposals shall meet the requirements and conform to the format prescribed in this RFQ. As additions to this required format, vendor is permitted to submit supplemental materials to the base quotation when vendor determines a need to more fully

explain aspects of vendor's solution, applications, or services. Any such additions must be explicitly identified.

**5.31 SOLICITATION OF Alee Academy EMPLOYEES:** Alee Academy expressly prohibits vendors from making any offer of employment, equivalent offer, or any other offering of value to any Board Member or employee of Alee Academy.

**5.32 PRESS RELEASES & PUBLICITY:** No announcements or news releases pertaining to the vendor's participation in this RFQ, the selection of quotation or award of contract shall be made by vendor, its representatives, or agents until a final award has been made by Alee Academy.

**5.33 PRIME CONTRACTOR RESPONSIBILITIES:** Alee Academy will consider the selected vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

**5.34 ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any amounts to be paid thereunder shall not be transferred, pledged, or assigned without the prior written approval of Alee Academy.

**5.35 SUB-CONTRACTORS:** Respondents must describe in the quotation, all responsibilities that vendor anticipates assigning or subcontracting, identify the subcontractor and also describe how vendor will manage these subcontractors.

**5.36 LICENSES & PERMITS:** Respondent shall obtain and pay for all necessary licenses, permits, and related documents, required to comply with the quotation. Respondent shall save and hold harmless Alee Academy as a result of any infraction of the aforementioned. Respondent shall provide all applicable licenses as part of the quotation.



## SECTION 6 – GENERAL CONTRACT TERMS

- 6.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 6.2 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms
- 6.3 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 6.4 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 6.5 It is further agreed between the SFA and GPO that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.
- 6.6 **Minority-Owned Business Enterprise**  
Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women’s business enterprises are used whenever possible. Affirmative steps shall include the following:
- Include qualified small businesses, minority-owned businesses, and women’s business enterprises on solicitation lists;
  - Assuring that small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources;
  - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women’s business participation;
  - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women’s businesses;
  - Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women’s business enterprises.
- 6.7 The GPO shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities; and any additions or amendments to such laws and regulations.

- 6.8 If this Contract is in excess of \$100,000, the SFA and GPO shall comply with all applicable standards, orders, or regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
  - *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200); and
  - *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200);
- 6.9 The GPO will comply with:
- Energy Policy and Conservation Act (42 U.S.C. section 6201 *et seq.*);
  - Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
  - Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
  - Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
  - Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
  - Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)
- 6.10 The GPO is subject to the provisions of 7 U.S.C. section 2209d due to the use of federal funds for operation of the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 6.11 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the GPO. The SFA and the GPO have full responsibility for ensuring the terms of the Contract are fulfilled.
- 6.12 To the fullest extent permitted by law, the GPO agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the GPO, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the GPO or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the GPO herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the GPO’s employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- 6.13 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and GPO and may not be changed, extended orally, or altered by course of conduct.

**Attachment 1**

**List of School Sites SY 24-25**

Alee Academy  
1705 E County Rd 44  
Eustis, FL 32736  
Attn: Cindy Emerick,  
Director  
(352) 357-9426

## Attachment 2-RFQ Quote Price Sheet - Top 50 items 8/22/2024

Product	Manufacturer Code	Distributor Code	Pack Size	Alternate Product	Alternate Pack Size	Price Per Case
Cholula Hot Sauce	901607502		200			
5# Paper Food Trays	26450		500			
Cinnamon Mini Rolls	18000-33686		72			
Mini Maple Pancakes	3800092562		72			
Maple Syrup Cups	93901160096		200			
Cereal Cinn.Toast Crun.	16000-29444		96			
Black Beans #10	2880016215		111			
Sliced Apples	203102		100			
Mandarin Oranges	14287		100			
Pineapple Tidbits	3890000419		36			
8 oz White Milk	69092		48			
8oz Fat Fr.Choc. Milk	69093		48			
Banana Bread	7501		75			
Doritos Cool Ranch Chips	36096		72			
Spicy Sweet Chili Chips	49093		72			
Nacho Cheese Tortilla Chips	31748		72			
Cheetos Flam.Hot Cheese	28400629843		104			
Chocolate Chip Cookies	113151		144			
Apple Juice	40001		96			
Orange Juice	40000		96			
Cheese Calzone	53206		96			
Cake Donuts Frozen	18350		80			
Zee Zee's Fruit Mix	A620935		120			
Mini Choc Chip Loaf	7058		120			
Blueberry Poptart Frosted	3800031032		12			
Bean/Cheese Burrito	97576		96			
Turkey/Ch.Sand.Froz.	70019		72			
Turk/Ham/Ch. Croissant	70076		72			
Dole Diced Bartlett Pears	3890003019		36			
Cheez-It	2410079263		175			
Yellow Mustard Packet	901559255		500			

<b>Product</b>	<b>Manufacturer Code</b>	<b>Distributor Code</b>	<b>Pack Size</b>	<b>Alternate Product</b>	<b>Alternate Pack Size</b>	<b>Price Per Case</b>
3# Paper Food Trays	26449		500			
Low Sod.Light Ranch Dres.	76177		200			
Fresh Broccoli Florets	91590		86			
Strawberry Frost.Poptarts	3800031732		12			
Carrots Snack Pack	91646		200			
Cocoa Puffs Cereal	16000-31888		96			
Dole Peaches 4oz	3890003073		36			
Dannon Ffree Yogurt Cups	11776		48			
Keebler Gram Cracker	3010040213		150			
Dinner Napkins	632010GF		12			
White Plastic Spoons	YFWSWGFSKE2		1000			
Trix Cereal Bowl	16000-31922		96			
MJM Choc Gram Cracker	402001		300			
Light Mayo Packet	76068		200			
Light Mozz.String Cheese	59703		168			
5.5oz Souffle Cups	YS550GFS3		2000			
5.5oz Souffle Lids	YLS5FRGFS2		2500			
Latex Gloves Lrg.	485212		1000			
Vinyl Gloves X-LRG.	485452		1000			

**Attachment 3 – References Form**

<b>Name</b>	
<b>Company / Organization</b>	
<b>Title</b>	
<b>Street Address</b>	
<b>City, State, ZIP</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Company / Organization</b>	
<b>Title</b>	
<b>Street Address</b>	
<b>City, State, ZIP</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Company / Organization</b>	
<b>Title</b>	
<b>Street Address</b>	
<b>City, State, ZIP</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

Attachment 4- Public Entity Crimes Affidavit

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Alee Academy

by \_\_\_\_\_  
(print the individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1997, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1997.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public crime subsequent to July 1, 1997.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1997. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to a subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



**Attachment 5 - NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

That he/she is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, and attests to the following:

- (1) That Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he/she received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of public building or project, or in securing the public contract were in the regular course of their duties for Affiant; and
- (2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant; and
- (3) That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Signature)\*

\_\_\_\_\_  
(Signature)\*

\_\_\_\_\_  
(Signature)\*

\*Bidder if the bidder is an individual; all partners if Bidder is a partnership; officer if Bidder is a corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

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

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such 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, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

### **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.



# September 2024 Alee Academy Breakfast



	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		<i><b>“Breakfast is everything. The beginning, the first thing. It is the mouthful that is the commitment to a new day.” – A. A. Gill</b></i>					1
	Labor Day <b>2</b> School Closed	Yogurt w/ Dried <b>3</b> Fruit Mixin & Graham Cereal with Graham	Super Donut <b>4</b>  Cereal with Graham	Chocolate Chip <b>5</b> Muffin Loaf  Cereal with Graham	<b>6</b>  School Closed	<b>7</b>  School Closed	<b>8</b>  School Closed
	<b>9</b> Pillsbury Cinnamon Roll  Cereal with Graham	Eggo Mini <b>10</b> Pancakes  Cereal with Graham	Pop Tarts <b>11</b>  Cereal with Graham	<b>12</b>  Banana Bread Cereal with Graham	<b>13</b>  School Closed	<b>14</b>  School Closed	<b>15</b>  School Closed
	Yogurt w/ Dried <b>16</b> Fruit Mixin & Graham Cereal with Graham	Super Donut <b>17</b>  Cereal with Graham	Chocolate Chip <b>18</b> Muffin Loaf  Cereal with Graham	Eggo <b>19</b> Mini Maple Waffles  Cereal with Graham	<b>20</b>  School Closed	<b>21</b>  School Closed	<b>22</b>  School Closed
	<b>23</b> Pillsbury Cinnamon Roll  Cereal with Graham	Eggo Mini <b>24</b> Pancakes  Cereal with Graham	Pop Tarts <b>25</b>  Cereal with Graham	<b>26</b>  Banana Bread Cereal with Graham	<b>27</b>  School Closed	<b>28</b>  School Closed	<b>29</b>  School Closed
	Yogurt w/ Dried <b>30</b> Fruit Mixin & Graham Cereal with Graham						

**Breakfast is always served with fresh fruit and 100% juice. Fat free chocolate milk and 1% white milk are also available.**



# September 2024 Alee Academy Lunch



	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	<i>Destiny may ride with us today, but there is no reason for it to interfere with lunch. -Peter the Great</i>						1
	Labor Day <b>2</b> School Closed	Bean & Cheese <b>3</b> Burrito w/ Salsa Black Beans Pepperoni Pizza Anytimer	Cheeseburger <b>4</b> Empanada  Turkey & Cheese Sandwich	Local Pizza <b>5</b> or Turkey & Cheese Anytimer	<b>6</b> School Closed	<b>7</b> School Closed	<b>8</b> School Closed
	Turkey Ham & <b>9</b> Cheese Croissant  Pepperoni Pizza Anytimer	Fiestada w/ <b>10</b> Salsa Turkey & Cheese Sandwich	Grilled Cheese <b>11</b>  Pepperoni Pizza Anytimer	Buffalo Chicken <b>12</b> Baked Sandwich Turkey & Cheese Sandwich	<b>13</b> School Closed	<b>14</b> School Closed	<b>15</b> School Closed
	<b>16</b> Cheese Calzone Turkey & Cheese Sandwich	Bean & Cheese <b>17</b> Burrito w/ Salsa Black Beans Pepperoni Pizza Anytimer	Cheeseburger <b>18</b> Empanada  Turkey & Cheese Sandwich	Local Pizza <b>19</b> or Turkey & Cheese Anytimer	<b>20</b> School Closed	<b>21</b> School Closed	<b>22</b> School Closed
	Turkey Ham & <b>23</b> Cheese Croissant  Pepperoni Pizza Anytimer	Fiestada w/ <b>24</b> Salsa Turkey & Cheese Sandwich	Grilled Cheese <b>25</b>  Pepperoni Pizza Anytimer	Buffalo Chicken <b>26</b> Baked Sandwich Turkey & Cheese Sandwich	<b>27</b> School Closed	<b>28</b> School Closed	<b>29</b> School Closed
	<b>30</b> Cheese Calzone Turkey & Cheese Sandwich						

Lunch is always served with a variety of fresh fruit, fresh vegetables w/ ranch and 100% juice.  
Fat free chocolate milk and 1% white milk are also available.

*An Uncrustable Meal is available as an additional entree selection daily.*