

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b>		<b>REQUEST FOR PROPOSAL</b>	
SUBMIT OFFER TO: <i>See Bid mailing instructions on page 2</i>		Offeror Acknowledgement and Acceptance	
RFP TITLE: FARM-TO-SCHOOL FRESH PRODUCE		RFP NO. 21-21	
DELIVERY F.O.B. DESTINATION: Various Schools & Centers		ISSUE DATE: April 09, 2021	
		PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844)269-9018	
RFP DUE DATE AND TIME: April 30, 2021, at 3:00 p.m. (EST)		RFP OPENING: Purchasing Department	
A <b>non-mandatory</b> pre-proposal meeting is scheduled for April 21, 2021, at 10:00 a.m., in the Food & Nutrition Services training portable at the Sivia Center, 3700 NE 53 <sup>rd</sup> Avenue, Gainesville, FL 32609. Due to COVID-19, <b><u>masks will be mandatory for all meeting attendees.</u></b>			

The undersigned ("Offeror") hereby submits the following proposal and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Request for Proposal ("RFP"), inclusive of the contents of any Addenda hereto. Offeror agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this RFP. Further, Offeror attests that it has not divulged, discussed, or compared this proposal with any other Offeror and has not colluded with any other Offeror in the preparation of this proposal in order to gain an unfair advantage in the award of the pending contract. Finally, Offeror acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

OFFEROR NAME:	
SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:	
TYPED TITLE:	
OFFEROR MAILING ADDRESS:	
AREA CODE/PHONE #:	FAX #:
OFFEROR EMAIL ADDRESS:	OFFEROR WEB ADDRESS:
DATE:	EIN/FEDERAL TAX ID #:
PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 75: <input type="checkbox"/> YES <input type="checkbox"/> NO	

**PURCHASING CARDS:** ☒ Not Applicable to this RFP ☐ Applicable to this RFP

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this RFP. Unless exception to this condition is checked below, Offeror, by submitting a Proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this RFP using the purchasing card. Acceptance of the P-Card may be a factor in award.

☐ Offeror does not accept the above condition.

**NO PROPOSAL: THE PROSPECTIVE OFFEROR HEREBY SUBMITS A "NO PROPOSAL" FOR THE REASON(S) NOTED BELOW:**

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the RFP         | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications               | <input type="checkbox"/> 5. Remove our name from this RFP list only                    |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____  |

**FAX THIS "NO PROPOSAL" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN OFFEROR'S REMOVAL FROM SBAC'S ACTIVE OFFERORS LIST.**

**USE OF FEDERAL FUNDS:** If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this RFP, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Offerors) will be checked. Paragraphs not checked below do not apply to this RFP.

- ☐ Paragraph 65 ☐ Paragraph 66 ☐ Paragraph 67 ☐ Paragraph 68 ☐ Paragraph 69 ☐ Paragraph 70 ☐ Paragraph 71 ☐ Paragraph 72
- ☐ Paragraph 73 ☐ Paragraph 74

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT [WWW.SBAC.EDU](http://WWW.SBAC.EDU). THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT RFP AND BID OPPORTUNITES, AS WELL AS INFORMATION ON AWARDED CONTRACTS.

Offeror's Proposal must be received in the Purchasing Department on or before the date and time specified above. If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), send Proposal to:

<p>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</p>
--

If delivered by hand, deliver Proposal to the Purchasing Department located on second floor (Room 02-212) of District Office at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Proposals received by telephone, telegraph or facsimile transmission will be considered non-responsive.

**Proposals received after such date and time are late and will not be considered for award.** Late Proposals will be returned unopened to the Offeror. The responsibility for delivering Proposals to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Offeror. Proposals delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what a Proposal is received.

At this time a public reading of the name of each Offeror submitting a Proposal will be held. At a regularly scheduled meeting of the Board, the Proposals as so opened, tabulated and evaluated as prescribed by the RFP, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Proposal accepted or contract awarded shall be to the responsible Offeror, whose proposal is most advantageous to the Board, price and other factors herein considered. Further, any proposal accepted or contract awarded will be to the Offeror meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this RFP.

**RFP Package:** Mark in lower left-hand corner of the envelope containing your Proposal, **“RFP #21-21, FARM-TO-SCHOOL FRESH PRODUCE”, TO BE OPENED AT 3:00 P.M., APRIL 30, 2021.** Mark your company name and address on upper left-hand corner of the envelope. Proposals will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Offeror. In all other respects, the School Board of Alachua County is tax exempt.

This RFP, including the General Conditions, Instructions To Offerors–Supplies/Services, any Addenda issued hereto, and the following documents that are required to be submitted form a part of each Offeror's proposal, which by reference are made a part thereof:

- ✍ PROPOSER'S ACKNOWLEDGEMENT AND ACCEPTANCE FORM (PAGE 1 OF SOLICITATION)
- ✍ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES
- ✍ ATTACHMENT B - PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION
- ✍ ATTACHMENT C – SPECIAL CONDITIONS
- ✍ ATTACHMENT D – FORM OF PROPOSAL
- ✍ APPENDIX A –
  - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
  - JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM
  - SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM
  - INSURANCE CERTIFICATION FORM
- ✍ APPENDIX B – QUESTIONNAIRE RESPONSE QUESTIONS

## **ATTACHMENT A GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES**

Please find Attachment A General Conditions, Instructions to Offerors – Supplies/Services on the SBAC Purchasing Department's Bid Opportunities page in the Addenda, Meetings, Bid Tabulation and Other Information column for RFP 21-21. Link below:

<https://f102219191.schoolwires.net/Page/2232>

ATTACHMENT B  
PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION

1.0 REQUIRED PROPOSAL SUBMITTALS

1.1 Proposal Copy:

Offerors shall submit one (01) original hard-copy of Proposal for the submittals as delineated herein, in accordance with RFP instructions (page 02).

1.2 Proposal Organization and Format:

Elaborate Proposals are not necessary, nor desirable. Proposals should be concise, logically organized, and address in detail the requirements of the RFP.

Proposals (hard-copy) shall be submitted on 8.5"x 11" paper bound securely with binder clip to allow for easy removal of proposal sections. No staples, please.

Proposals shall be organized and separated with the specified Tab headings and subheadings (A,B,C...), and presented in the sequential order indicated below.

1.3 Required Submittals:

All proposals shall include the following defined submittals. SBAC reserves the right, in its sole discretion, to reject Proposals substantially incomplete or that lack key information.

**Tab 1: RFP Forms (submit hard copy only)**

This is a compliance section and carries no evaluation points.

Complete, sign, and submit the following Contract Forms.

- ☐ Offeror Acceptance and Acknowledgement (page 01)
- ☐ Certification Regarding Debarment Form (Appendix A)
- ☐ Jessica Lunsford Act Form (Appendix A)
- ☐ Small/Minority Business Enterprise Form (Appendix A)
- ☐ Insurance Certification Form (Appendix A)

**Tab 2: Minimum Eligibility Requirements (submit hard copy only)**

- A. Submit a copy of proof of registration with the USFDA, as required for facilities that manufacture/process, pack, or hold food, as defined in 21 CFR 1.227, for consumption by humans or animals in the United States.

**\*If your farm is exempt from registration with the USFDA by your designation as a Primary production farm or a Secondary activities farm, please submit a statement to this effect.**

- B. Provide a statement attesting to Offeror's financial stability. No financial statements are required to be submitted with Proposal. SBAC reserves the right to request and review financial statements, credit reports, and letters from firm's bank and suppliers prior to any award of contract.

- C. W-9 Form - Request for Taxpayer Number and Certification.

**Tab 3: Questionnaire & Food Safety Plans (submit hard copy only)**

Submit completed questionnaire form (pages 20-21 and Appendix B). Responses must be submitted for all questions; Submit Product Recall Procedural Plan; Submit Farm Food Safety Plan.

**Tab 4: Price Proposal (submit hard copy only)**

Refer to Attachment D, Form of Proposal. Enter all required information on the Form of Proposal (pages 16-18). Additionally, complete the product availability form describing other produce your farm currently grows, has grown in the recent past (past two seasons,), or is willing to grow specifically for the SBAC.

## 2.0 PROPOSAL EVALUATION AND EVALUATION CRITERIA

A Proposal Evaluation Committee (“PEC”) comprised of representatives of School Board of Alachua County, Florida will screen and evaluate all Proposals received. The Purchasing Department will participate on the PEC in a non-voting, advisory capacity only.

The PEC will consider all Proposals received that comply with the RFP’s submittal requirements.

Each Proposal will be evaluated and scored according to how well it addresses the criteria listed herein and the products and services described elsewhere in the RFP. Proposals shall be sufficiently detailed to permit a complete analysis of each Offeror’s ability to provide the specified services and products.

The PEC may recommend contract award on the basis of initial Proposals received without further clarification, discussions, or negotiations. Therefore, initial Proposals should contain the Offeror’s best terms from a price and technical standpoint.

The PEC may seek additional clarification from any or all Offerors as necessary to completely evaluate Proposals, including conducting phone interviews with, or requesting formal presentations by, any or all Offerors submitting Proposals. All clarifications, phone interviews, or formal presentations will be based on the Proposals received by the District.

The PEC will rank Proposals in descending order of preference based on the scoring matrix described herein. Award shall be made to the Offerors, whose Proposals, conforming to this RFP, are most advantageous to SBAC, price and other factors specified herein considered.

Invitation to Negotiate Component: The PEC may, within the confines of the RFP, negotiate further terms and conditions, including price, with the highest ranked Offeror(s). The PEC reserves the right to terminate negotiations at its discretion with any Offeror, to award to other than the highest ranked Offeror (assuming unsuccessful negotiations with that company), or not to make contract award.

Evaluation Criteria: The RFP shall be evaluated using a ranking point system applied to a set of weighted evaluation criteria. A brief explanation of each evaluation criteria and corresponding points is listed below. Proposal documentation requirements as set forth in Tabs 2-3 are designed to provide guidance to the Offeror in providing the information necessary for SBAC to perform a comprehensive evaluation of each Proposal. A total of 750 points are possible in scoring each Proposal.

#	Description	Points
1.	<u>Price Proposal</u> Basis of Evaluation: Average cost per estimated weekly quantity, per defined unit of measure. (Tab 4)	250
2.	<u>Product Offering Farm capabilities/operations</u> Basis of Evaluation: Attachment D, Section A: Ability to meet minimum requested quantities of core items; farm located within Alachua County, or within 150-mile radius; commitment to sustainability; farm size; High quality produce – ability to meet product specifications and pack sizes; strong organizational structure; demonstrated interest in supplying produce to ACPS; (Tab 3)	225
3.	<u>Qualifications, Experience, and References</u> Basis of Evaluation: Farm meets minimum qualifications (pg. 9), experience and past successful performance in providing fresh produce; Certifications in any of the following areas: Organic Growing Practices, Animal Welfare, Workforce Justice; Reliability and accuracy filling orders; Equity & Diversity – farm owned or controlled by disadvantaged, LGBT, Veteran, Woman, Minority, or non-profit; (Tab 2 & 3)	175
4.	<u>Service Capability/Technical Requirements</u> Basis of Evaluation: Sustainable growing practices, Food safety – traceability, delivery vehicle, food safety/GAP certification. The extent to which the produce offered meets the needs of the District. Interest in educating/engaging our students (Tab 3)	200
Total Award Points		850

RFP 21-21  
FARM-TO-SCHOOL FRESH PRODUCE  
ATTACHMENT C  
SPECIAL CONDITIONS

**1. Intent**

The School Board of Alachua County (hereinafter “SBAC” or “District”) is soliciting Proposals from qualified firms and individuals (or “Offerors”) to partner with for the provision of specific Farm to School fresh produce items available locally and seasonally.

The District intends to select multiple farms or organizations to provide Farm to School fresh produce items. Our objectives are to identify vendor partners interested in collaborating with the District to grow its Farm to School program in a way that is mutually beneficial to the District and farmers and to gain a thorough understanding of the available supply of high-quality produce from qualified vendors, in order to procure Farm to School produce for upcoming school years.

The SBAC is a rural school district in north central Florida that currently serves a population of approximately 30,000 students, located in forty (40) schools and centers throughout Alachua County, Florida, consisting of: seven (07) high schools; seven (07) middle schools; twenty-two (22) elementary schools; three (03) centers, and; one (01) private school under cooperative agreement with District.

**2. Scope of Service**

The District’s Farm to School program aims to provide students fresh, high-quality produce and education about local food, nutrition and sustainable agriculture. The District is interested in partnering with small and medium sized farmers, beginning farmers, family owned farms, and farms owned or operated by minority and/or immigrant farmers. The District defines “local” as within 150 miles of Alachua County. More information about SBAC Food & Nutrition Services and the Farm to School Program can be found online: <https://www.yourchoicefresh.com/our-program/farm-to-school/>.

The District strives to provide high quality, healthy and affordable meals to its students in an environment that is conducive to learning. All proposed Farm-to-School fresh produce (hereinafter “Produce”) shall be appropriate for serving in a K-12 school cafeteria, taking into consideration price, availability, menu compatibility, food safety and other established standards. All services shall be provided in strict accordance with the terms, conditions, and specifications of this RFP.

The goals and values of the Farm to School program are reflected in the Selection Criteria (pg. 5). They may include, but are not limited to:

- Ensuring the Farm to School program is both cost-effective for the District and mutually beneficial for both the District and the farmers;
- Creating partnerships with vendors that are respectful and professional, based on open, honest, and timely communication;
- Providing consistent, high-quality produce for students and staff;
- Enabling Equity and diversity among suppliers and their employees;
- Supporting our commitment to good stewardship of the land (sustainable or certified organic growing practices);
- Supporting our commitment to serving produce grown safely and without the use of chemicals that are harmful to child health;
- Ensuring reliable, accurate, timely deliveries of products according to the agreed-upon product specifications and pack sizes.

In the 2019-2020 school year, the District procured over 140,000 pounds of fresh produce from small to mid-sized farmers, grown using sustainable or certified organic growing practices within the State of Florida. A total of 13 farms and organizations currently provide nearly 40 varieties of fresh produce to the District. The District intends to increase the volume and variety of Farm to School produce for upcoming school years, and is excited to grow its commitment to fresh, sustainably grown produce for its students.

### 3. Tentative Solicitation Schedule

▪ April 09, 2021 .....	Issuance of Solicitation
▪ April 21, 2021 .....	Non-Mandatory Pre-Proposal Meeting
▪ April 23, 2021 .....	Last Day for Submittal of Questions
▪ April 30, 2021 .....	Proposal Due Date
▪ May 18, 2021 .....	Contract Award Date

### 4. Inquiries and Clarification of Specifications

Any inquiries, questions and requests for clarification of the RFP documents shall be directed in writing to Jeffrey Garcia/Purchasing Agent via email ([garciaj@gm.sbac.edu](mailto:garciaj@gm.sbac.edu)) or facsimile (844-269-9018) by no later than close of business on December 10, 2020. Questions received after this date shall not be answered. Should it be necessary to revise the RFP, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. SBAC shall not be responsible for any verbal communication between any employee of the District and prospective Offeror. All addenda to the RFP shall become part of the RFP and any awarded contract. It shall be the responsibility of Offeror to visit the Purchasing Department website for any issued addenda prior to submission of Proposal.

### 5. Award

Award shall be made, at the discretion of District, to the highest ranked responsive and responsible Offerors. Additionally, for each of the listed four (04) forward contracts (kale, lettuce, cucumbers and green peppers), award shall be made on an item-by-item basis to the Offerors whose proposals are determined to be the most advantageous to the District, with price, and other factors herein considered. The goal of the District in making multiple contract awards is to expand farm-to-school produce offering. All Proposals shall be evaluated using a scoring system applied to the set of weighted evaluation criteria taking into consideration the qualifications of Offeror, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The Offeror(s) achieving the highest ranking based on total point score shall be recommended for award of contract. Although pricing shall be a consideration in evaluation, the District is under no obligation to select, as most responsive, the proposal(s) that demonstrates the lowest pricing.

SBAC strongly desires to establish partnerships with highly qualified and experienced farms with a strong record of success in serving the K-12 education market. To that end, SBAC reserves the right to make sole and final determination to reject or accept any proposal or part thereof that in its judgment will be in the best interest of the District. The award of contract shall be at the sole discretion of the District.

Upon award of contract, the Purchasing Department shall issue a Notice of Award letter to successful Offeror(s). The award letter, RFP and any issued addendums, Offeror's submitted Proposal, and any subsequent purchase order(s) shall constitute the complete agreement between the parties. No other separate document shall be issued.

Qualified Offerors awarded under Section C shall be considered the vendor pool for quotation purposes for all non-core purchases exceeding \$9999.99, in aggregate. Annual aggregate spend for any commodity submitted under Section C may not exceed \$49,999.99 per year. Section C commodities with an annual volume exceeding \$9999.99 shall require a minimum of three (03) quotes from the vendor pool.

### 6. Contract Type

Term contract with firm fixed fees for the cost per pound for the District's four (04) core commodities (kale, cucumber, green peppers, lettuce) under Section A, and firm fixed fees for the packaging and delivery under Section B. Quantities stated on the Form of Proposal are for estimation purposes only and do not guarantee purchase quantities.

### 7. Contract Term

The initial contract term shall be approximately twenty-six (26) months, beginning on or about May 19, 2021, and ending on June 30, 2023. Thereafter, the contract may be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Offeror(s) at least forty-five (45) days prior to the end of the current contract period. Offeror(s) shall be notified when the recommendation has been acted upon by the School Board.

### 8. Contract Value

SBAC makes no guarantee, expressed or implied, as to the value or volume of produce that may be purchased under the pending contract in its total or from any awarded Offeror. It is understood that service requirements shall be predicated on the availability of produce sought and the specific needs of the District.

Accordingly, the award of contract shall not constitute an assurance or obligation on the part of the District that any product orders shall be placed with any awarded Offeror. Pricing proposed shall be honored regardless of actual quantity of produce purchased. Payment shall be made only for produce satisfactorily received by the District.

#### **9. Contract Management**

All day-to-day operational aspects of contract services shall be scheduled, coordinated, and managed by one or more designated staff (hereinafter "District Representative") under the authority and direction of FNS. All services shall be subject to periodic review to ensure compliance with contract specifications, time schedule, and established quality standards.

#### **10. Joint Proposals**

Should multiple Offerors submit a joint proposal in response to the RFP, a single Offeror shall be identified as the Prime Offeror. The Prime Offeror shall execute all required RFP documents, the pending contract, and be responsible for contract implementation, administration, and accountability. SBAC will negotiate with the Prime Offeror only. Payment for services successfully performed shall be made to the Prime Offeror only. Prime Offeror shall flow-down all RFP terms, conditions, and provisions to its sub-Offerors. There shall be no privity of contract between SBAC and any sub-Offerors.

#### **11. Non-Exclusive Contract**

Any contract award(s) resulting from this RFP shall not be construed as an exclusive means for the District to acquire the services and products as described herein. The District reserves the right during the term of contract to issue separate formal and/or informal competitive solicitations for the acquisition of these services or commodities. Furthermore, the District reserves the right to enter into purchase agreements for these services/commodities based on awards made by the State of Florida, other governmental entities, other District awards or contracts available through national purchasing alliances.

#### **12. Service Conditions**

Offeror is advised to carefully examine all RFP specifications and to become thoroughly informed regarding all conditions and requirements that may affect the services to be provided under this contract. It shall be the sole responsibility of Offeror to make such investigations and inspections as appropriate to fully understand and become familiar with the scope of services required.

Failure to make such examinations shall not relieve Offeror of any obligations with respect to RFP and subsequent contract. No deviations or allowances shall be made because of the lack of knowledge of difficulties affecting the work that may not specifically be addressed in RFP.

#### **13. Regulatory Compliance**

Offeror shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include: F.S. 287.0822; F.S. 500; F.A.C. 5K; CFR 7, Part 250; CFR 9; the Federal Food, Drug and Cosmetic Act; the Agriculture Act of 1935; the National School Lunch Act of 1946; the Child Nutrition Act of 1966, and; the Commodity Distribution Reform act of 1987. It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. Should there be a conflict between applicable regulations, the most stringent shall apply. Failure of Offeror to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

#### **14. Risk of Loss**

Offeror holds liability and assumes all risks of loss or damage of the produce designated for the District until delivery has been finalized at the designated location. In addition, Offeror assumes all risks of loss or damage to any of the produce rejected by the District, from the time of shipment from Offeror until redelivery thereof to the District. Offeror shall provide evidence to the District of adequate insurance and/or offset assets to insure against the loss of any produce by Offeror on behalf of or from the District.

#### **15. Offeror Qualifications**

The District has established minimum Offeror qualifications and, at its sole discretion, may request Offeror to provide documentation demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. Proposals shall only be considered from Offerors meeting the following criteria:



- A. Established Business: Offeror shall be an established firm with demonstrated stability whose sole or primary business includes the provision of the services described herein. Offeror shall have been engaged in the production and sale of farm fresh produce, as the same legal entity, for a minimum of two (02) years. Demonstration of past successful experience with accounts similar in size and scope of this RFP shall be required.
- B. Licensures: Offeror shall be licensed and insured to perform all services described herein within the State of Florida, and Alachua County, Florida. It shall be the responsibility of Offeror to possess and maintain, for the life of the contract, all other permits, licenses, certificates, and approvals as required by all regulatory agencies having jurisdiction and authority under this contract. Offeror shall provide documentation evidencing compliance with such requirements prior to, and after any award of contract upon request of District.
- C. Service Capacity: Offeror shall have adequate organization, equipment, facilities, delivery method, and personnel to ensure competent, prompt and efficient service in support of this contract. Offeror shall be required to have the capacity to harvest, store, and deliver the products described in this solicitation to fulfill the requirements of the pending contract. Offeror shall have the capability to deliver product **within two days of harvest** to one central District location, and to provide appropriate packaging to ensure the protection and integrity of the product.
- D. Financial Capacity: Offeror shall be in sound financial condition, and have sufficient financing necessary to maintain its organization, facilities, equipment, and personnel required to process items in the most economical quantities.
- E. Accounting Practices: Offeror shall have the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, credits and utilization reports. Audits of the vendor's records may be made at the discretion of the District at any time. Awarded farmers must agree to make available to the District or its agent any and all information including food safety documentation or chemical application records. The District will give the vendor 30 days' notice of an audit to allow the vendor to gather and assemble records.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of Offeror(s) prior to, and at any reasonable time after award of contract, and to make sole and final determination as to Offeror's compliance and capability in meeting the requirements of RFP. Offeror shall be responsible for providing any further evidence and support documentation as deemed appropriate by District within three (03) business days of request. Should the District determine, in its opinion, that Offeror does not meet any of the RFP qualification requirements or have the ability or capacity to provide the services as required in the pending contract, the District shall reject the Proposal.

ACPS-FNS is a proud member of the Good Food Purchasing Program (GFPP), a national coalition working to create a transparent and equitable food system. GFPP provides a metric based, flexible framework that supports and encourages large institutions to direct their buying power toward five core values: local economies, environmental sustainability, valued workforce, animal welfare and nutrition. It is important to us that our food procurement practices support responsible production practices in line with the GFPP and our vendors are critical partners for helping us make positive procurement changes to advance the GFPP values within our district.

## **16. Site Visit and Follow-Up**

Staff from the District may conduct a site visit to each awarded vendor to meet the farm staff, observe farm practices, and assure that good food safety practices are being followed. Farmers that provide certification of a successful GAP audit are exempt from a site visit. Each farmer will receive a report within 10 business days of any visit outlining any corrective actions that must be taken before the District either begins or continues purchasing from the farm. If applicable, a follow-up conversation, photo evidence, or additional site visit will confirm that corrective actions have been taken. The District reserves the right to conduct site visits to any awarded vendor with 24 hours advance notice.

## **17. Quality Control**

Quality Control Reports are an internal tool that cafeteria managers use to communicate complaints such as service, product quality, and/or possible contamination. The Department shall forward any received Quality Control Reports to Offeror. Offeror shall immediately respond to urgent issues, such as contaminated food, and provide written reports to Department detailing action taken. Offeror shall respond to all communicated non-urgent issues within five (05) days of notification. All reported complaints are to be promptly resolved pursuant to the applicable terms of contract. Consistent delays or unresponsiveness on the part of Offeror in addressing and resolving documented deficiencies may be deemed as default of contract.

Farmers must provide documentation illustrating that the farm meets the requirements stated below. This documentation does not need to be included with the RFP Response, but if awarded, farmers must provide the information to SBAC within one week of award:

- Accurate Checklist for Retail Purchasing of Local Produce covering on-farm food safety topics reflected in Appendix D: Checklist for Retail Purchasing of Local Produce, OR certification of passage of a GAP audit or audits for the specific crop(s) awarded;
- Relevant supporting food safety documentation, such as logs or sign-in sheets, may be requested by the District at any time during the partnership period or up to one year after the partnership period;
- If not on city water, proof that farmers are using safe, clean water is required. Current water test results proving passing results for generic E. Coli. Other water tests, such as nitrates and nitrites, are optional. Listeria is not required.

#### **18. Service Guarantee**

Offeror is expected to maintain an acceptable level of service throughout the duration of the contract. All services shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and be performed to the complete satisfaction of the District. Offeror shall warrant that all services conform to contract specifications, be free from faults and defects, and meet or exceed the quality of services provided to other commercial customers. Payments in full or otherwise shall not constitute a waiver of this guarantee.

In the event that any services are found deficient or do not otherwise conform to specifications, SBAC reserves the right to (A) terminate contract in accordance with the procedures delineated herein, or; (B) require Offeror to re-perform services at own expense. The timeframe for any re-performance of services shall be subject to the approval of District. The District reserves the right to have the services performed by other service provider should Offeror failed to remedy issue within prescribed time

#### **19. Education and Engagement**

The District values direct connections between farmers and our students. Participants in the District' Farm to School program are encouraged (but not required) to visit schools and talk with students and school staff about growing food for school meals. As feasible, the District hopes to coordinate staff and student visits to farms. The District understands the busy nature of farm life, so educational opportunities may be tailored to the interest level and capacity of each farmer.

#### **20. Habitual Violator**

Should the District determine that the number of complaints be excessive, the Purchasing Department shall schedule a meeting with Offeror to discuss the specific issues. Within five (05) business days of meeting, Offeror shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department. In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Offerors' record of performance continues to show, in the opinion of the District, that Offeror is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Offeror has remedied any individual complaint, Offeror shall be deemed a "habitual violator". In such case, Offeror shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

## **SPECIFICATION AND SERVICE PERFORMANCE STANDARDS**

These specifications represent the minimum requirements under the contract and are not intended to limit or restrict the utilization of other proposed services that may exceed these standards.

### **21. General Supervision**

Offeror shall be responsible for coordinating all portions of contract services including product delivery, and ensuring that all services are in accordance with RFP requirements. Offeror shall work jointly and cooperatively with FNS to resolve any performance issues. Failure of District to immediately reject or notify Offeror of any product/service deficiencies shall not relieve Offeror of any responsibilities thereto.

### **22. District Calendar**

Each year, the District is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays, and is open only on a limited basis during the summer period. A complete listing of current holiday schedules can be found on the District's website: [www.sbac.edu](http://www.sbac.edu).

### **23. Account Management**

Offeror shall assign one (01) dedicated Account Representative who shall be available to coordinate the ordering and delivery of product, as well as to assist in selection and managing product quantities, handling invoice discrepancies, and resolving any other contract performance issues. Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Offeror and District on all matters pertaining thereof. Account Representative shall verbally respond to all requests for assistance within twenty-four (24) hours of initial contact.

### **24. Ordering Process**

The District shall place Farm-to-School produce orders directly with awarded Offeror(s) on an as-needed basis. SBAC will communicate with vendors to identify specific delivery dates for all items. The District shall designate delivery terms at the time of order placement.

Purchases between \$5000.00 and \$9999.99 are strongly encouraged to receive at least two (02) quotes from awarded vendors. All single purchases over \$9999.99 shall require a minimum of three (03) quotes from the pool of awarded vendors. This provision excludes the explicitly awarded core produce items of kale, cucumbers, green peppers and lettuce. Should there not be three awarded vendors producing the commodity which the District desires to purchase, the District may obtain the necessary additional quotes from any produce vendor.

Farmers must designate a primary contact person to work with the District in a timely manner to communicate availability and order logistics, as well as a secondary contact (for instances when primary contact is unavailable). The District will be in regular communication with awarded farmers to refine quantities throughout the school year. Awarded farmers must be in good communication with the District regarding product availability and must strive in good faith to provide the produce desired by the District. Reliability is important to SBAC, but we understand that farms may face unexpected supply issues due to weather or other circumstances out of the vendor's control. If awarded vendors, in spite of good planning and good faith efforts, cannot provide the desired quantities for a specific order(s), the District reserves the right to purchase the item(s) from other sources. Substitutions may be suggested and negotiated at the sole discretion of the District.

### **25. Minimum Order Requirements**

The District shall make reasonable effort to maximize product orders whenever possible. Produce shall be ordered per truckload when practical or by minimum carton quantity on an as-needed basis. Product order quantity shall be at the sole discretion of District based on its specific requirements. Offeror may include a statement proposing minimum order requirements for produce (question 6, Response Questions, pg. 32). The District will determine if forecasted product volume is sufficient to meet or exceed the stated minimum amounts. The proposal of minimum order requirements deemed excessive, in the opinion of the District, shall be a factor in award.

### **26. Delivery**

Unless otherwise directed, product orders shall be delivered to Horizon Farm-2-School hub located at 2802 NE 8 Ave, Gainesville, FL 32641. This facility has no loading dock.

For large deliveries requiring a loading dock, deliveries shall be directed to our Physical Distribution Center at 1800 SE Hawthorne Road, Gainesville, FL 32641. This facility has a loading dock and material handling equipment.

All products delivered to this site shall be palletized (if necessary), labeled, and appropriately packaged. The District shall not be responsible for manually unloading any non-palletized cases.

Awarded farmers must deliver products within two days of harvest in clean, new boxes/bags or other mutually agreed-upon containers using clean, sanitary delivery vehicles. Bulk boxes may be negotiated on a case by case basis. While refrigerated trucks are not required, product temperatures will be checked upon delivery for appropriate ranges for food safety.

The products shall then be stored and/or delivered as required by the directions contained in each purchase order. Produce received shall be in first class condition at the required temperature, clean and free of defects, in accordance with good commercial practice and HACCP and ServSafe standards. The District shall not accept produce showing evidence of deterioration in any form at time of delivery.

The District reserves the right to refuse products that do not match agreed-upon product specifications, pack sizes, quantities, temperatures or delivery times.

### **27. Delivery Time**

Time of delivery is an essential condition of this contract. Delivery schedules shall be closely coordinated between Offeror and Department. Offeror shall normally notify Department of expected delivery date within one (01) week of receipt of order. Offeror shall immediately notify Department of any anticipated delays. Any delay of delivery beyond established time, regardless of justification, may result in cancellation of all or part of order depending on urgency of need. Failure of Offeror to provide proper notification of delivery delay or comply with established delivery requirements for any reason not acceptable to the District may be deemed as a default of contract.

### **28. Acceptance**

Transportation and delivery of the product does not constitute acceptance for the purpose of payment. Offeror shall be responsible for ensuring that all delivered product meets or exceeds the established RFP requirements. The District shall accept and authorize payment only after a thorough inspection indicates that the delivered product is undamaged and in strict accordance with contract requirements. Should the delivered product be damaged or differ in any respect from said requirements, payment shall be withheld pending completion of corrective action by the Offeror. The delivery of non-conforming products may be deemed as a default of contract.

### **29. Product Specifications and Pack Sizes**

All products must be packed and stored under sanitary conditions, kept at proper temperatures, and handled in accordance with good commercial practices. Products delivered must match specifications and pack sizes agreed-upon for each product order. Product specifications and pack sizes shall be designed to maximize efficiency for the farmer, and value for the District.

### **30. Procurement of New Products**

The District reserves the right, in its sole discretion, to purchase new additional products from successful Offeror(s) as they become available. Samples may be requested for evaluation purposes. Each item tested must comply with the contract's terms and conditions.

The District shall consider product cost and any stated minimum order requirements during the product approval process. Product cost shall be established by direct negotiation with Offeror, taking into consideration the contract's current pricing model.

All new product additions shall be subject to review and approval by FNS, and executed by written modification to the contract by the Purchasing Department.

### **31. Packaging/Labeling/Traceability**

Unless directed to utilize reusable packaging provided by the District, Offeror shall package produce in standard sealed dry heavy corrugated cardboard cartons, in accordance with industry standards, with all tags and labels intact and legible. The District shall not accept any cartons that are open, or that display dirt, grease or foreign particles.

Each case of product delivered must be labeled with farm name, product, date harvested, and date packed. The District reserves the right to request documentation that verifies the traceability information provided on each case, and the farmer must provide documentation within 24 hours of the request.

### **32. Inspection/Testing**

SBAC reserves the right at any time to inspect and test representative samples of delivered produce to ensure compliance with RFP requirements, product specifications, and established quality control standards. Any such inspection/testing performed, or the waiver thereof, shall not relieve Offeror from the full responsibility for furnishing products that fully conform to the RFP and product specifications, and shall not prejudice any claim, right, or privilege that the District may have relative to the use of the nonconforming products. Offeror shall be solely responsible for all costs associated with the testing, return, and disposal of all defective products.

### **33. Quality Assurance**

All fresh produce delivered must meet agreed-upon product quality standards. Products must be delivered in good condition, free of mold, decay, excessive dirt, or spoilage. Quality expectations will be communicated at the Institutional Sales Workshop in Spring 2021. Good condition will be at the discretion of the District upon receipt, post inspection of a minimum of 20% of product. Products that do not meet product-specific specifications, pack sizes, or quality standards will be rejected at the point of delivery or discovery and farmer will provide credit as applicable.

Product quality, service, and delivery issues shall be documented by Manager on FNS Quality Control Report form, and forwarded to FNS. Upon review, a copy of complaint form shall be sent to Offeror for immediate remedy of issue. Offeror shall provide a written response to FNS indicating action taken within five (5) business days of receipt of complaint.

Failure to supply products according to agreed-upon specifications and standards may result in request for credit, communication to avoid future occurrences, and the cancellation of the partnership.

### **34. Food Safety & Recalls**

Ensuring the safety of the food supply is critical to SBAC. Offeror shall comply with all Federal, State, and local laws and regulations regarding food product recalls. In the event of a product recall, Offeror shall have a procedural plan in place that would effectively:

- Identify the specific product(s) being recalled and quantity(s) that were delivered to the District.
- Provide accurate and timely notification and instructions to the FNS Department. Primary contact: Maria Eunice, FNS Director; Secondary contact: Chrystal Berg;
- Ensure that all unsafe products are removed from all District sites in an expedient, effective, and efficient manner;
- Streamline the process for replacement and/or reimbursement of recalled products;
- Identify and provide initial contact information for the individual(s) that will be notified in the event of any food safety and recall events.

Offeror shall submit a detailed summary of Food Safety and Recall plan with RFP response (Tab 3). SBAC reserves the right to request a complete copy of plan during the evaluation process and any time after award of contract.

In order to assure that the fresh produce provided is safe for District students and staff, vendors are expected to follow good on-farm food safety and post-harvest handling practices. This includes, but is not limited to, safe planting, use of nutrients, pest-control mechanisms, harvesting procedures, cooling, washing, packing, and delivery. The Food Safety Plan that non-GAP certified vendors must provide must describe the policies and practices the farm employs to minimize on-farm and post-harvest food safety risks. The food safety plan must be detailed, accurate, and reflective of actual on-farm practices. Relevant logs and documentation associated with good food safety practices must also be detailed and accurate.

### **35. Contract Prices**

For the four (04) core commodities (kale, lettuce, cucumbers and green peppers) listed on Attachment D - Form of Proposal, Section A, Offerors shall propose a firm fixed fee per pound, to be charged to the District excluding delivery and packaging. Delivery and packaging fees (Section B, Form of Proposal) are separate from, and in addition to, the price per pound. Decimals may be carried a maximum of two (02) places. The proposed cost for each produce item awarded under Section A shall be firm and fixed for the initial first year of the two (02) year base contract term. An equitable adjustment on the cost per pound/head of the four core commodities may be negotiated on the anniversary of the contract award.

An equitable adjustment in the delivery fee and/or the packaging fee (Section B, Form of Proposal) may be requested in writing by the contracted vendor no later than thirty (30) days prior to the anniversary of award. This adjustment shall be reflective of the commodity's price fluctuation in the PPI (Series ID PCU48411(transportation), seasonally adjusted and Series ID PCU32221132221102 (Producer Price Index by Industry: Corrugated and Solid Fiber Box Manufacturing, seasonally adjusted).

The District reserves the right to utilize District's reusable packing crates (RPC) when available, in lieu of vendors packing cartons/crates. Quantity of produce per carton is to be based on industry standards (ex. 20 lbs. of cucumbers).

The proposed price of the produce to be purchased shall be inclusive of all: processing services; technical expertise; labor; equipment; labeling; storage; overhead; insurance; profit; and, any and all other direct and indirect costs associated with the execution and performance of contract. No additional costs, expenses or surcharges shall be applicable to this contract unless specifically permitted herein.

Product costs quoted at the time of order placement for produce offered in Section C shall be based on the lowest and best cost available on December 07, 2020 and shall not exceed the cost indicated on the USDA Specialty Crops Market News Division "National Specialty Crops Organic Summary": [www.ams.usda.gov/mnreports/fvdorganic.pdf](http://www.ams.usda.gov/mnreports/fvdorganic.pdf). If pricing exceeds the stated index, it may result in rejection of quote.

All open market variable costs must be approved by SBAC seven (7) days prior to delivery. Documentation must include sources solicited and delivered prices quoted. Documentation of cost must be maintained for audit purposes and periodically will be required to be submitted for verification prior to delivery of goods.

Harvest of the Month purchases shall be negotiated on a monthly basis. The Fresh Fruit and Vegetable Program (FFVP) quantity requirements are unknown at this time, and are to be negotiated at time of purchase.

### **36. Invoices**

Offeror shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. Invoices shall contain sufficient information, as required by the District, to determine the extent of services provided. All invoices must reference a valid/current purchase order number, and list the following: product description; quantities ordered/delivered; pounds shipped; unit cost; unit of measure; delivery charge if applicable; total cost; and, net amount due.

The Invoice Template has been provided by the District in Appendix B, attached hereto. Invoices must be legible and extensions accurately computed for each item. Invoices received by the District that are not properly and correctly prepared, or not accompanied by any required support documentation may cause delay of payment. Offeror shall electronically submit invoices in their entirety, in PDF format, within ten (10) business days of delivery to the following email address: [fnsinvoices@gm.sbac.edu](mailto:fnsinvoices@gm.sbac.edu). Offeror shall not transmit by any other method unless directed in advance by Department.

### **37. Delivery Verification**

To facilitate the timely processing of invoices, Offeror shall adhere to the following procedures:

Deliveries Made By Own Conveyance: Deliveries made by Offeror's own conveyance shall be accompanied by a delivery receipt or packing slip, in triplicate form, which shall be signed by the authorized warehouse receiving Supervisor or designee upon verification that the shipment is complete and in good order. The District shall retain two (02) copies, including original, and provide Offeror one (01) signed copy. Should there be any product order discrepancy, the driver shall immediately contact Offeror before leaving premises and request approval to appropriately note (correct) the delivery receipt or packing slip.

Deliveries Made by Common Carrier: Deliveries made by common carrier shall be accompanied (in triplicate form) or be preceded (via email, facsimile, etc.) by a delivery receipt or packing slip. A signed copy of delivery receipt or packing slip shall be returned to Offeror upon verification that the shipment is complete and in good order. Should delivery be refused or there be any other product order discrepancy, an exception shall be duly noted on the common carrier's bill of lading, and delivery receipt or packing slip, as applicable. A signed copy of each applicable document shall be immediately returned to Offeror for claims processing.

### **38. Order Discrepancy**

In the event of any product shortage, damage, incorrect product, or other product order discrepancy, Offeror shall: (A) replace product within a reasonable time period, subject to approval of District, or; (B) issue a credit (refund) for the full value of product in dispute. The decision to replace or request credit for product shall be at the sole discretion of District. It shall be required that discrepancy be remedied in full on or before June 15, of the current fiscal year. The Department shall appropriately deduct from invoice an amount corresponding to the value of the product discrepancy. Offeror shall be responsible for all costs associated with the return of any rejected product.

**39. Invoice Verification/Correction**

The Department shall verify and approve all submitted invoices prior to payment and notify Offeror of any billing discrepancies. The District shall not pay incorrect invoices or late charges for invoices with disputed charges. As condition of payment, Offeror shall reissue corrected invoice and/or credit memo to offset any incorrect charges. It shall be the responsibility of Offeror to ensure that all invoices are correct. The repeated documented failure of Offeror to submit accurate invoices in the time and manner as specified may be deemed as a default of contract.

**40. Payment Remittance**

Payment shall be made after the delivered product has been received, inspected, and found to comply with contract specifications, free of damage or defect, and upon receipt of a properly billed invoice. SBAC complies with the Florida Prompt Payment Act (ss.218.70-218.80).

**RFP 21-21**  
**FARM TO SCHOOL FRESH PRODUCE**  
**ATTACHMENT D – FORM OF PROPOSAL**

The quantities listed by commodity in Section A are approximate. SBAC has put forth its best effort to estimate the expected frequency of orders and total overall produce needs of specified items. The District understands that farms face unexpected supply issues due to weather or other circumstances. Additionally, the SBAC may face unexpected changes in demand. Exact quantities for specific produce orders will be communicated weekly per Section 26: Ordering Process. Indicated in Section A – Core Produce Program Form below are the quantities of specific produce items available locally and seasonally that SBAC intends to procure during the 2021-2022 school year.

**Each item has a section for notes.** Offerors are strongly encouraged to add notes to clarify or add information that will assist the SBAC in evaluating product(s) submitted, including but not limited to:

- If Offeror intends to source produce from more than one farm, indicate farm source for each produce item that you are bidding on.
- Specific variety or varieties of produce farm intends to grow
- Any cosmetic or size descriptions that will save money and keep yields high
- Features of that variety that impact quality, flavor, storage capacity, sustainability, etc.
- Whether or not item is grown using a GMO seed/start

**Additional notes regarding the Form of Proposal:**

- Items in Section A to be awarded on an item-by-item basis.
- You may submit pricing for one, some, or all of the produce items listed in Section A.
- You may be awarded none, one, or multiple produce items listed in Section A.
- You may indicate the availability of additional items in Section C.

**SECTION A – CORE PRODUCE PROGRAM**

#	Description	Est. Weekly Qty.	U/M	Price per lb.	Extended Amount
1.	<u>Kale - Organic;</u> Curly kale, whole, well-trimmed, and free from decay and damage caused by any other means.	250	lbs.	\$	\$
<b>Proposed Product:</b>					
Pack Size: _____ lbs.					
Estimated count per pack: _____					
Notes:					

#	Description	Est. Weekly Qty.	U/M	Price per lb.	Extended Amount
2.	<u>Cucumbers - Organic;</u> #1s or 2s (please indicate). Moderately colored, not badly deformed, not overgrown, and which are fresh, firm, free from decay and free from damage caused by freezing, sunscald, cuts and from serious damage caused by scars, yellowing, sunburn, dirt or other foreign material, mosaic or other disease, insects, bruises, mechanical or other means.	300	lbs.	\$	\$
<b>Proposed Product:</b>					
Pack Size: _____ lbs.					
Estimated count per pack: _____					
Notes:					



#	Description	Est. Weekly Qty.	U/M	Price per lb.	Extended Amount
3.	<u>Green Peppers - Organic;</u> #1s or 2s (please indicate). Firm, fairly well-shaped, and free from sunscald and decay affecting calyxes and/or walls, decay affecting stems, and free from damage caused by freeze injury, hail, scars, sunburn, disease, insects, mechanical or other means.	300	lbs.	\$	\$
Proposed Product:					
Pack Size: _____ lbs.					
Estimated count per pack: _____					
Notes:					

#	Description	Est. Weekly Qty.	U/M	Unit Price	Extended Amount
4a.	<u>Lettuce - Organic;</u> Half romaine, half sturdy leaf lettuce - well developed, fairly well trimmed, free from decay, freezing and free from damage by any cause. <b>Est. delivery window Nov – Apr.</b>	1200	Each	\$	\$
Proposed Product:					
Pack Size: _____ lbs.					
Estimated count per pack: _____					
Notes:					

#	Description	Est. Weekly Qty.	U/M	Unit Price	Extended Amount
4b.	<u>Lettuce - Hydroponic/Aquaponic/Greenhouse grown;</u> Half romaine, half sturdy leaf lettuce - well developed, fairly well trimmed, free from decay, freezing and free from damage by any cause. <b>Est. delivery window May – Oct.</b>	1200	Each	\$	\$
Proposed Product:					
Pack Size: _____ lbs.					
Estimated count per pack: _____					
Notes:					

<b>EXTENDED COST TOTAL FOR SECTION A</b>	<b>\$</b>
--	-----------

**SECTION B - FIXED FEES**

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
1.	<u>FIXED FEE PER VENDOR SUPPLIED CARTON</u>	3000	Ctn.	\$	\$

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
2.	<u>FIXED FEE FOR DELIVERY - PER CARTON</u>	2500	Ctn.	\$	\$

<b>AWARD TOTAL FOR SECTION B #1 &amp; 2</b>				<b>\$</b>
---	--	--	--	-----------

## **SECTION C – ADDITIONAL PRODUCE AVAILABILITY**

\*Submit additional pages as necessary

### **Products/Volume:**

List in order the most significant products produced (in dollars) on your farm in the last three years (i.e. products that your farm currently grows or are willing to grow):

#### **Product #1:**

Product Name: \_\_\_\_\_  
Growing Season Dates \_\_\_\_\_ to \_\_\_\_\_  
Harvest Start Date \_\_\_\_\_  
Pounds Produced per Week \_\_\_\_\_  
Quantity of Product Produced Annually \_\_\_\_\_  
Percent of acreage used \_\_\_\_\_

#### **Product #2:**

Product Name: \_\_\_\_\_  
Growing Season Dates \_\_\_\_\_ to \_\_\_\_\_  
Harvest Start Date \_\_\_\_\_  
Pounds Produced per Week \_\_\_\_\_  
Quantity of Product Produced Annually \_\_\_\_\_  
Percent of acreage used \_\_\_\_\_

#### **Product #3:**

Product Name: \_\_\_\_\_  
Growing Season Dates \_\_\_\_\_ to \_\_\_\_\_  
Harvest Start Date \_\_\_\_\_  
Pounds Produced per Week \_\_\_\_\_  
Quantity of Product Produced Annually \_\_\_\_\_  
Percent of acreage used \_\_\_\_\_

#### **Product #4:**

Product Name: \_\_\_\_\_  
Growing Season Dates \_\_\_\_\_ to \_\_\_\_\_  
Harvest Start Date \_\_\_\_\_  
Pounds Produced per Week \_\_\_\_\_  
Quantity of Product Produced Annually \_\_\_\_\_  
Percent of acreage used \_\_\_\_\_

#### **Product #5:**

Product Name: \_\_\_\_\_  
Growing Season Dates \_\_\_\_\_ to \_\_\_\_\_  
Harvest Start Date \_\_\_\_\_  
Pounds Produced per Week \_\_\_\_\_  
Quantity of Product Produced Annually \_\_\_\_\_  
Percent of acreage used \_\_\_\_\_

---

Offeror is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Offeror shall acknowledge receipt and acceptance of any addenda issued in the spaces provided below.

\_\_\_\_\_ Addendum No. 1  
(initial here)

\_\_\_\_\_ Addendum No. 2  
(initial here)

---

## **QUESTIONNAIRE**

**Offeror Instructions:** Offeror shall provide all information as requested below which shall also serve as a basis for purchase order processing. Failure to indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified. However, the inclusion of any additional terms and conditions not specifically allowed shall not be automatically accepted and may cause rejection of Bid. Should sufficient space not be provided to enable a complete response, Offeror may submit an attachment as an addendum to Bid response.

### **Designated Account Representative**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Second Contact (if Account Representative is not available):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

### **Facility**

Address of refrigerated warehouse facility from which produce shall be delivered under this contract:

☐ Same as farm where product is grown (as listed on the Acknowledgement and Acceptance Form, pg. 01 of RFP)

OR

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

City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

### **Farm Information**

1. Number of seasons farm/organization has been selling produce (not including 2020): \_\_\_\_\_

2. Farm/organization's total fresh produce sales for 2019: \_\_\_\_\_

3. Does farm have any certifications related to on-farm sustainability practices, or other practices, such as animal welfare and/or human rights? ☐ Yes ☐ No

If yes, please list: \_\_\_\_\_

4. Did farm(s) have third-party approved GAP audit valid during the 2019 growing season? ☐ Yes ☐ No

5. Does farm have a draft of food safety plan? ☐ Yes ☐ No

6. Does farm keep logs or documentation of food safety related information? ☐ Yes ☐ No

7. Describe the delivery vehicle that will make most or all deliveries to ACPS. Please note if you are in Alachua County or adjacent counties and need pick up of produce):  
\_\_\_\_\_

8. Has farm had a water test performed in the past year with passing results for E. Coli? ☐ Yes ☐ No

9. Will farm have product liability insurance coverage of at least \$1 million by September 1, 2021? ☐ Yes ☐ No

## **Experience**

- Years in business under present name: \_\_\_\_\_
- Years providing products/services within the State of Florida: \_\_\_\_\_ Alachua County: \_\_\_\_\_
- Has your firm ever done business with the District? ☐ Yes ☐ No
- Does your firm currently have contracts with any school districts within State of Florida? ☐ Yes ☐ No
- Is yes, list primary contract(s): \_\_\_\_\_
- Has the farm/organization sold produce to large institutional or wholesale buyers, such as colleges, grocery stores, restaurant chains, hospitals or produce companies in the past 2 years? If so, please fill out the following:  
Organization: \_\_\_\_\_ Sale Date (mm/yy): \_\_\_\_\_/\_\_\_\_\_  
Which produce item(s) did you provide: \_\_\_\_\_  
Average order size (dollar value): \$ \_\_\_\_\_

## **Business Operations**

- Offeror is a: ☐ Distributor ☐ Other \_\_\_\_\_
- Is your business office staffed during regular business hours? ☐ Yes ☐ No
- State regular business hours: \_\_\_\_\_ to \_\_\_\_\_
- Holding Temperature in Warehouse: \_\_\_\_\_
- Description of fleet of refrigerated trucks: \_\_\_\_\_  
\_\_\_\_\_
- Quantity and size of fleet of refrigerated trucks: \_\_\_\_\_
- Type of organization (check one): ☐ LLC ☐ 501c3 ☐ Other: \_\_\_\_\_
- Is farm/organization able to handle payments remitted to one central location (check one)? ☐ Yes ☐ No
- Does your firm currently offer electronic signature by device and email delivery of invoices? ☐ Yes ☐ No
- Does your firm currently offer a discount for prompt payment of invoices? ☐ Yes ☐ No
- If yes, state terms and conditions: \_\_\_\_\_
- Is a representative from the farm/organization interested in partnering with the District to educate students about farming and local food? If so, check all that apply:  
☐ Farm field trips ☐ Visits to classroom/cafeterias ☐ Special events

## **Organizations Representing Multiple Farms**

1. Please describe the services the organization provides to the farmers it represents.
2. Projected number of Full Time Equivalent (FTE) employees at organization (peak 2019-20 season).
3. Projected number of farms (total) represented by/belonging to organization (2020 season).
4. Please fill out the following about the farms represented by/belonging to organization intending to sell to ACPS as part of this proposal. Attach additional information if necessary.

Farm Name Farm Owner/Operator: \_\_\_\_\_

Farm Physical Address: \_\_\_\_\_

## **Delivery**

Delivery shall normally be made by: ☐ Own vehicle ☐ Third Party Logistics (3PL) ☐ Other: \_\_\_\_\_

## **Free Response Questions**

Please see Appendix C.

## **References**

Provide a minimum of two (02) references from commercial accounts or other public agencies (K-12 education systems are preferable) within the State of Florida which your firm has provided services within the last two (02) years. School, institutional or wholesale buyers are preferred.

1. Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_  
Under current contract: ☐ Yes ☐ No
2. Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_  
Under current contract: ☐ Yes ☐ No
3. Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_  
Under current contract: ☐ Yes ☐ No
4. Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_  
Under current contract: ☐ Yes ☐ No

# Appendix A

**\*All forms in Appendix A MUST be included with your bid submission**

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
2. JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM
3. SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM
4. INSURANCE CERTIFICATION FORM



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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

### Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the 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 it 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
<b>RFP #21-21, FARM-TO-SCHOOL FRESH PRODUCE</b>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM

The School Board is required to conduct background screening of Offerors (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to [www.sbac.edu](http://www.sbac.edu) for finger printing and Level 2 screening procedures). Background screening includes submission of Offeror's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Offeror.

- B. If Offeror's performance either **is** anticipated to result in direct contact with students, or will give Offeror access to or control of school funds, then the screening standard is that Offeror may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Offeror's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Offeror may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435\(1\)\(a\)1.](#), relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

**Exemptions from fingerprint based background screening:** If Offeror's work is non-instructional in nature, then Offeror may be exempt from the background screening requirements above if Offeror meets one of the following criteria: **1)** Offeror is under the direct supervision of a School Board employee or contractor or one or more Offeror employees who have had a criminal history check and meets the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Offeror employees are physically present with Offeror when Offeror has access to a student and the access remains in the School Board employee's or the contractor's or the Offeror's employees' line of sight; **2)** Offeror is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Offeror submits evidence of meeting the following criteria: a) Offeror meets the screening standards in s. 435.04, b) Offeror's license or certificate is active and in good standing, if Offeror is a licensee or certificate-holder, c) Offeror has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Offeror is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Offeror's employer; **4)** Offeror is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Offeror remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Offeror provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

**However, even if Offeror is exempt as defined above, Offeror will be subject to a search of Offeror's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.**

### **Certification**

By submitting an Offer in response to this RFP, Offeror swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Offeror agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Offeror's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF OFFEROR	RFP # AND TITLE
RFP #21-21, FARM-TO-SCHOOL FRESH PRODUCE	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable<sup>1</sup>, Offeror represents that it is either a

☐ Small Business Enterprise, as defined in FS 288.703(1),

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: \_\_\_\_\_

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this RFP to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF OFFEROR	RFP # AND TITLE
	<b>RFP #21-21, FARM-TO-SCHOOL FRESH PRODUCE</b>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

<sup>1</sup> If Offeror is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this RFP to an S/MBE, then Offeror shall not execute this form.

---

## INSURANCE CERTIFICATION FORM

---

This form ☒ is applicable ☐ is not applicable to the RFP.

Offeror shall, at Offeror's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Offeror:

Applicable ☒ Not Applicable ☐

*Workers Compensation – Coverage A*

- **Statutory**
- **An exemption certificate from the State will be required if Offeror claims exemption from Workers Compensation Insurance**

*Comprehensive General Liability*

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 Per Project Aggregate**
- **\$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

*Comprehensive Automobile Liability (Combined Single Limit)*

- **\$250,000 Each Occurrence**

Applicable ☒ Not Applicable ☐

**Farm Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒

**Professional Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒

**Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒

**Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Offeror shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **Offeror is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Offeror's obligation to fulfill the insurance requirements herein.

**By signing this form, Offeror warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Offeror. If selected for contact award, Offeror shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of District Administration Building at above address; by facsimile transmission to: 844.269.9018).**

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

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Inquiries regarding Offeror's insurance coverage and certificates should be addressed to:

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

# Appendix B

## Free Response Questions

### **Response Questions**

1. What is the farm/organization's mission:

---

---

2. Why is the farm/organization interested in selling to the District:

---

---

3. Please describe in detail the farm/organization's commitment to sustainable growing practices:

---

---

---

---

4. Describe the farm/organization's traceability process, and how your firm is able to identify and trace all produce provided to ACPS:

---

---

---

5. For farms/organizations that have previously sold to ACPS only, please describe plans for 2020/21 as they pertain to sustaining or improving customer service, quality of products and or ability to consistently fill orders:

---

---

---

---

[illegible]

# Appendix C

- RFP 21-21 Invoice Example

XYZ, Inc.  
d/b/a The ABC Farm  
123 NW 456 Avenue  
Gainesville, FL 32601

Invoice #123456  
Date 01/15/2015

Bill To:  
Alachua County Public Schools  
620 E. University Avenue  
Gainesville, FL 32601

Quantity	Item Code	Description	Price Each	Total Amount
2 Cases, Cartons, Boxes*	Red Leaf	Organic Red Leaf Lettuce, 24 Heads, each, pkg., lb., bag**	26.50	53.00
10 Cases, Cartons, Boxes*	Romaine	Organic Romaine Lettuce, 24 Heads, each, pkg., lb., bag**	26.50	265.00
			Total	318.00

The name of the vendor on the invoice needs to match the name on the W-9 form.

\*The quantity should be stated in cases, cartons, boxes, etc.

\*\*The description should include the number and description of the inventory unit.

## Appendix D

- SBAC Checklist for Retail Purchase of Local Produce



# Checklist for Retail Purchasing of Local Produce

Name of Producer/Farm \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

Total acres farmed \_\_\_\_\_ Availability of promotional materials? ☐ YES ☐ NO

Products to be purchased \_\_\_\_\_

Was the produce grown without addition of chemical pesticides and fertilizers? ☐ YES ☐ NO

Are you USDA Certified Organic? ☐ YES ☐ NO

Is the facility licensed and inspected to process products? ☐ YES ☐ NO

Are there acceptable substitutes available if an order cannot be filled? ☐ YES ☐ NO

Production Practices	Yes	No	N/A
Are wells protected from contamination?			
If irrigation is used, what is its source? <input type="checkbox"/> Well <input type="checkbox"/> Stream <input type="checkbox"/> Pond <input type="checkbox"/> Municipal <input type="checkbox"/> Other			
What types of manures are used? <input type="checkbox"/> Raw manure <input type="checkbox"/> Composted <input type="checkbox"/> Aged <input type="checkbox"/> No manure is used			
Is raw manure incorporated at least 2 weeks prior to planting and/or 120 days prior to harvest?			
Is the manure application schedule documented with a copy submitted to the retail operation?			
Is land use history available to determine risk of product contamination (e.g., runoff from upstream, flooding, chemical spills, or excessive agricultural crop application)?			
Is the field exposed to runoff from animal confinement or grazing areas?			
Is land that is frequently flooded used to grow food crops?			
Are coliform tests conducted on soil in frequently flooded land?			
Are farm livestock and wild animals restricted from growing areas?			
Are portable toilets used in a way that prevents field contamination from waste water?			

Product Handling	Yes	No	N/A
Are storage and packaging facilities located away from growing areas?			
Is there risk of contamination with manure?			
Are harvesting baskets, totes, or other containers kept covered and cleaned (with potable water) and sanitized before use?			
Is harvesting equipment/machinery that comes into contact with the products kept as clean as possible?			
Are product and non-product containers available and clearly marked?			
Is dirt, mud, or other debris removed from product before packing?			
Are food grade packaging materials clean and stored in areas protected from pets, livestock, wild animals, and other contaminants?			

Transportation	Yes	No	N/A
Is product loaded and stored to minimize physical damage and risk of contamination?			
Is transport vehicle well maintained and clean?			
Are there designated areas in transport vehicle for food products and non-food items?			
Are products kept cool during transit?			



<b>Facilities</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Is potable water/well tested at least once per year and results kept on file?			
Is product protected as it travels from field to packing facility?			
Is a product packing area in use with space for culling and storage?			
Are packing areas kept enclosed?			
Are food contact surfaces regularly washed and rinsed with potable water and then sanitized?			
Are food grade packaging materials used?			
Do workers have access to toilets and hand washing stations with proper supplies?			
Are toilets and hand washing stations clean and regularly serviced?			
Is a pest control program in place?			

<b>Worker Health and Hygiene</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Is a worker food safety training program in place?			
Are workers trained about hygiene practices and sanitation with signs posted to reinforce messages?			
Are workers and visitors following good hygiene and sanitation practices?			
Are smoking and eating confined to designated areas separate from product handling?			
Are workers instructed not to work if they exhibit signs of infection (e.g., fever, diarrhea, etc.)?			
Do workers practice good hygiene by:			
wearing clean clothing and shoes			
changing aprons and gloves as needed?			
keeping hair covered or restrained?			
washing hands as required?			
limiting bare hand contact with fresh products?			
covering open wounds with clean bandages?			

*I confirm that the information provided above is accurate to the best of my knowledge*

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**...and justice for all**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call 800-795-3272 (voice) or 202-720-2600 (TDD). Issued in furtherance of Cooperative Extension work, Acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture. 0-6382 (TDD). USDA is an equal opportunity provider and employer.

