ODYSSEY CHARTER SCHOOL, INC.	**Odyssey Charter Schools Inc.** **Brevard County**	**Office of the Food Service Director** 1755 Eldron Blvd, SE Palm Bay, Florida 32909 321-733-0442 (113)

Bid Number and Title:

Bid 002 **Fresh Produce Bid**

Mailing Date:	**Bid Opening, Date & Time:**	
August 13, 2025	**September 4, 2025** Bids received after this time and date will not be accepted	Florida Tax Exempt #85-8012540497C-1 (Federal) FEID 59-2579304

Bidder Acknowledgement

This official bid form **MUST** be completed, signed and returned with bid. Failure to do so will be cause for rejection of bid.

Company Name:	**Phone #:** **Fax #:**		
Street Address:	**City:**	**State:**	**Zip Code:**
Website (*optional*)**:**	**E-Mail Address:**		

I certify that this bid is made without prior understanding, agreement or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to Odyssey Charter School Palm Bay, Florida the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to Odyssey Charter School all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Odyssey Charter School. At Odyssey Charter Schools discretion, such assignment shall be made and become effective at the time Odyssey Charter School tender's final payment

Authorized Signature (Manual)	Date
Typed / Printed Name: Cindy Chapman	Title

General Conditions and Instructions to Bidders

1. Bids will be analyzed and tabulated by Odyssey's staff. Bids will be posted by tabulation sheet at the time and place indicated above, and on Odyssey's website at www.odysseyschools.com. Notification to all bidder(s) will be made by fax or email upon request. All bids shall be submitted in a **sealed** envelope/package, typed or written in ink on the attached bid forms. All signatures and initials must be in ink.
2. Neither Odyssey Charter School, Inc. nor its affiliates shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid (ITB). Bidder(s) should prepare ITB's simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the ITB.
3. The use of correction fluid or erasures to correct line-item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s) and initialing of the correction(s) by the originator. Correction fluid of erasure corrected bids will be considered non-responsive for the corrected items only.
4. Bids will be analyzed, tabulated, and recommendations for award, which the Cafeteria Manager intends to make to the Odyssey Charter School, Inc. Board of Directors, will be posted by tabulation sheet at Odyssey Charter School, 1755 Eldron, Blvd, SE Palm Bay, FL 32909, as well as on-line at Notification to all bidder(s) will be made by fax or e- mail. Date and time stamp from the Purchasing Department's fax machine or date and time of e-mail posting, will constitute the time of notification. Bidders who feel they will be adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.
5. Bidders shall be aware of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
6. No bid shall be withdrawn without the consent of the Odyssey Charter Schools. Inc., Florida for a period of forty-five (45) days subsequent to the opening of bids. All prices shall remain firm within the period stated for purposes of analysis and determination of lowest and best bid.
7. Odyssey Charter School, Inc., Palm Bay, Florida reserves the right to reject any and all bids, in whole or in part, and to waive any and all bid formalities. Furthermore, the Odyssey Charter School, Inc. Board of Directors reserves the right to re-advertise for other bids or to bid separately any projects it sees fit in the best interest of the District.
8. Odyssey Charter School, Inc. retains the option of awarding a single contract, based on the overall low bid for all items, or to award multiple contracts, based on low bid per item, group of items, or any combination thereof.
9. Pursuant to Florida law, all contractual personnel of Odyssey Charter School, Inc. shall be subject to a criminal background check. After award of bid, contractors' employees will need to be screened under Brevard Public Schools' District and School Security policy. The fee schedule and other important information pertaining to fingerprinting can be obtained on the Brevard Public Schools website at www.brevardschools.org. Failure to comply will result in the immediate termination of contract.
10. **Jessica Lunsford Act--Background** screening requirements for certain non-instructional school district employees and contractors.—(1) Except as provided in Fla. Stat. s. 1012.467 or s. 1012.468, non- instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Fla. Stat. s. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board.(2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in Fla. Stat. s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under Fla. Stat. s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under Fla. Stat. s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.
11. All prices bid shall be from date of award and ending August 31, 2026. Contract may be renewed annually on expiration date of original contract. This renewal may be accomplished for up to four (4) times, provided the price schedule remains unchanged, or price increase/decrease is set at a price acceptable to the vendor(s) and the District. Renewals will be for a one (1) year period, from January 1 – December 31. Actions taken under this provision will be at the option of the Local Educational Agency (LEA).
12. Bids may be hand delivered to C/O Cindy Chapman at Odyssey Charter School, 1755 Eldron Blvd, SE, Palm Bay, FL 32909, forwarded by United States Mail, or other delivery service available. The Board disclaims any responsibility for bids forwarded by the U.S. Mail or other delivery service and received beyond the bid- opening deadline.
13. Envelopes/packages containing bids shall be sealed and clearly labeled with bidder name, address & phone #, as well as: **SEALED BID # 002 Fresh Produce Bid**

Cindy Chapman, Café DirectorChapmanc@odysseycharterschool.com

Bid # 002 FRESH PRODUCE BID

General Information

1 Bid Submittals One (1) manually signed original, with all proper documentation, one (1) photocopy of the bid and documentation, and excel spreadsheet containing pricing.

1-2 Minority-Owned Business Enterprise - Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:

- Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
- Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

1-3 Piggybacking — PURCHASES BY OTHER GOVERNMENTAL AGENCIES: In accordance with Florida Statutes,Chapter 6A-1.1012, as amended, other Cities or County Governmental Agencies, other School Board, Community Colleges, or the State University system are permitted to purchase services at unit prices in any contract resulting from this ITB upon Contractor's approval. In the space provided below, indicate your preference as to allowing other government agencies to purchase services as a result of this ITB.

- ☐ I **will** allow other government agencies to purchase products and/or services using this proposal.
- ☒ I **will not** allow other government agencies to purchase products and/or services using this proposal.

1-4 Definitions

For the purpose of this Invitation to Bid (ITB), following words and phrases shall have these meanings:

1. **"School"** shall mean Odyssey Charter School, Inc., Palm Bay, Florida.
2. **"Bidder"** shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
3. **"Contractor or Vendor"** shall mean the successful bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

1-5 Purpose The purpose of this ITB is to find responsible contractor(s) to secure firm prices for Fresh Produce for Dept. of Nutrition Services on an as needed basis, abiding by the minimum requirements set hereto.

1-6 Method of Award the Odyssey Charter School, Inc. Board will award contract(s) based on bid price, location, qualifications, and bidder's ability to meet or exceed the requirements of this ITB. Each bidder must fully complete the ITB and provide all necessary documentation. Failure to complete bid or to supply the required documentation will be grounds for rejection of bid. The bid will be awarded to the vendor that meets ITB requirements and bids lowest price.

1-7 Interpretation and/or Modifications to the ITB No interpretation of the meaning or contents of the Bid Document, no correction of any actual or apparent error, ambiguity, and inconsistency therein, shall be made to any bidder orally. Every request for interpretation regarding the Bid Document shall be made in writing, addressed to the Purchasing Department, Attn: Cindy Chapman, Chapmanc@odysseycharterschool.com and at least seven (7) days prior to the bid due date. All such interpretations, supplemental instructions and/or necessary corrections to Bid Document shall be given to the Bidder(s) in written Addenda to the Bid Document.

Only interpretations, supplemental instructions, and corrections so given in writing by the Purchasing Department representative shall be binding. Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the Bid Document. Any verbal interpretation/modification will not be considered part of this ITB and therefore, the School Board will not be held accountable.

1-8 Hold Harmless & Indemnification Agreement The contractor shall assume full responsibility for and shall indemnify the School and Board for any and all loss or damage of whatsoever kind and nature, to all School property, which is in his custody for service under this agreement. This clause of responsibility and indemnity applies, whether damages to the School property occur for negligence and/or omission of the contractor, or negligence and/or omission of contractor's employee(s), agent(s), or representative(s).

1-9 Termination of Contract In the event the successful contractor violates any of the provisions of the contract; the School may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for intention to terminate the contract, and, unless ten (10) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violation(s) shall not be affected by any such termination. The School shall also retain the right to terminate the contract without cause, with thirty (30) days written notice. In the event the Contractor wishes to terminate the contract, it must submit its request in writing in duplicate to the Nutrition Services and Purchasing Departments. Request must give a 30-day notice of cancellation and should list any reasons why contract is being terminated.

1-10 Protection of Property The contractor shall at all times guard School property against damage or loss to property. The contractor shall replace any loss; repair any damage to School property, attainable to the contractor or its associate(s). The School may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor.

1-11 Invoicing the contractor will be required to submit invoices as it supplies the School. Every invoice shall have clearly indicated the purchase order number the contractor is charging. Two copies of the itemized invoice shall be left with the receiving site based receiving Nutrition Services Manager. Invoices will be signed by both the contractor representative and the Nutrition Services representative. The contractor shall issue separate invoices for every purchase/delivery. All invoices and correspondences shall be legibly written, typed, or computer generated, signed and dated.

1-12 Payment will be made within thirty (30) days after acceptance of the invoice.

1-13 Non-Exclusive Contract Any contract award(s) resulting from this ITB shall not be construed as an exclusive means for the School to acquire services relative to this bid. The Odyssey Charter School, Inc. Board of Directors of Palm Bay, Florida reserves the right to enter into purchase agreements for these products based on competitive awards made by other governmental entities with the State of Florida, including State Term Contracts placed by the Department of Management Services, Division of Purchasing.

1-14 Conflict of Interest The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School and/or is an employee of the School and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

1-15 Discrimination An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1-16 Smoke and Tobacco Free Environment All Odyssey Charter School, Inc. facilities are alcohol, smoke and tobacco free. The smoking of any substance, or the use of any tobacco or alcohol product, to include, but not be limited to, cigars, cigarettes, pipes, chewing tobacco, snuff or any other matter or substance that contains tobacco, is strictly prohibited on any School site, which includes all interior and exterior spaces within the property boundaries. Violations will result in the removal of said violator from the property. Several violations may result in the termination of contract.

1-17 Bidders must complete the attached **"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"** required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 7 CRF Part 3017, Section 3014.510, Participants' responsibilities. Failure to return the properly completed statement will be cause for rejection of the bid.

1-18 Unauthorized/Illegal Aliens the School shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of contract (s). Furthermore, bidder shall complete the attached **Exhibit A** - "Contractor's Affidavit Concerning Illegal Aliens" and submit with bid. Failure to complete this affidavit will be cause for rejection of bid.

1-19 Equal Employment Opportunity Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1-20 Inquiries Please direct all inquiries concerning this bid to: Cindy Chapman, Café Director, Chapmanc@odysseycharterschool.com, 1755 Eldron Blvd SE, Palm Bay FL 32909, (321) 733-042 Ext 113, Monday-Friday, 7:00 to 1:00 pm.

SCOPE

The purpose and intent of this invitation to bid is to secure the **lowest** competitive prices for fresh, high quality, seasonal, organic and local Florida food and produce (to the maximum extent possible) for the Odyssey Charter School, Inc., Palm Bay, Florida.

FARM-TO-SCHOOL

Definition: Collaborative projects that connect schools and local farms to serve locally grown, healthy foods in K-12 school settings, improve student nutrition, educate students about food and health, and support local and regional farmers.

Locally grown and prepared meals shall be identified and featured on the menu as often as economically and seasonally feasible. The Nutrition Services Department participates in the Farm to School program to encourage consumption of locally grown produce to enhance the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy. Locally grown produce is defined as "seasonal produce grown in the State of Florida." The awarded distributor is to assure that GAP (Good Agricultural Practice) letters are available and on file from all farmers and suppliers. Also, the following is needed:

- The implementation of food safety/HACCP programs
- Third party audit inspections are completed per safe industry standards
- Fertilization and pest control schedules and products are recorded and maintained by specific growing field
- Hold Harmless Agreement
- Certificate of Insurance

OPPORTUNITY BUYS

This bid will allow for opportunity buys from reputable, certified, local farmers due to seasonal volume, weather considerations, etc. If product is purchased directly from the farmer or cooperative, the distributor may be asked to deliver the locally grown food and produce. Please specify delivery price for such items in the appropriate area on the bid. A zero-delivery price is not acceptable.

FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

This grant program allows pre-determined elementary schools to serve a fresh fruit or vegetable snack to each student a minimum of 3 days per week. Multiple elementary sites participate in the FFVP. The specific schools and number of schools varies from year to year depending on funding. Special consideration is needed for increased delivery schedules for these FFVP schools. An increased variety of products is necessary to introduce children to healthy options.

Suggestions and recommendations from the awarded vendor on in-season “less common” Domestic produce with competitive pricing is necessary. Carambola (star fruit), baby kiwi, blueberries, dragon fruit, edamame, jicama, cherries, avocado, eggplant, pineapple, and grapefruit are examples of product that we will purchase for this program in addition to the more traditional items.

When financially feasible, produce that is individually packaged or ready to eat or single serving size will be utilized in the FFVP due to time constraints to avoid loss of instructional classroom time and labor restrictions.

In season Florida produce will be offered as often as possible:

- Florida produce in the Fall/Winter months (oranges, grapefruit, tangerines, tangelos, pumelo)
- Florida strawberries in the Winter months
- Florida peaches in April and May
- Florida melon in the late Spring months
- Florida vegetables in season to include but not limited to tomatoes, squash, salad greens, celery, peppers, potatoes, carrots, green beans, corn, etc.

FARM TO SCHOOL SNACK PROGRAM (F2SS)

In the remainder of the elementary schools that are NOT FFVP schools, it is the intention of the Nutrition Services Department to offer the same fresh fruit and/or fresh vegetable snack 1-3 days per week depending on budgetary constraints. This F2SS snack will be whole or individually packaged due to labor restrictions.

FRUIT PROMOTION DAY

Each year, the Nutrition Services Department features a specific and different fruit for a marketing promotion. The featured fruit will be identified and communicated with the awarded bidder each year so that the best fresh, domestic (if possible) available produce with excellent pricing can be purchased. Examples of the featured fruit include strawberry, citrus, blueberry, watermelon, pineapple, peach and kiwi.

VENDOR QUALIFICATIONS

This solicitation is issued as an Invitation to Bid (ITB). In accordance with federal procurement requirements under the National School Lunch Program, an ITB is a formal procurement method that requires the award to be made to the responsive and responsible bidder offering the lowest price. The contract will be awarded strictly based on price to the vendor who meets all specifications and requirements outlined in the solicitation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for the Nutrition Services Department. This person or back-up shall be readily available during normal work hours by phone or in person and shall be knowledgeable of the terms and procedures involved.

FACILITIES INSPECTIONS

The School reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees’ facility(ies) and place of business to determine that the awarded vendor has a regular, bona fide establishment and is likely to continue as such. Areas of evaluation by School representatives may include, but not be limited to, warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number, size and type of trucks to properly transport and protect produce products.

APPLICABLE LAWS

All products and deliveries must meet the State Board of Health and Odyssey Charter School, Inc. Brevard County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 210, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).

FOOD SAFETY AND RECALLS

Ensuring the safety of the food supply is critical to the School. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not.

Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The awarded vendor shall have a plan and process in place to effectively respond to a food recall which should include the following objective:

1. Provide accurate and timely communication to the Nutrition Services Department office regarding food recalls with immediate notification to the School.
2. Recall information must include traceability, handling of recalled product, disposal of recalled product and evidence of same day recall activity and accessible documentation.
3. Streamline the process for reimbursement for recalled products.

BUY AMERICAN PROVISION

As a participation sponsor in the USDA's National School Lunch and School Breakfast Programs, Odyssey Charter School, Inc. of Palm Bay, Florida and Nutrition Services Department must adhere to the "Buy American" provision of the Child Nutrition Reauthorization Act. The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when an exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d)/ and FNS Policy Memo SP 38-2017. The following must be documented for each approval:

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

Civil Rights:

Civil Rights Statement: The Bidder hereby agrees that it will comply with:

- *i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);*
- *ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);*
- *iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);*
- *iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);*
- *v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);*
- *vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);*
- *vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);*
- *viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);*
- *ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be denied the benefits of, or otherwise be subject to the discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and herby gives assurance that it will immediately take measures necessary to effectuate this Agreement.*
- *x. The USDA non-discrimination statement that: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).*

PRODUCT COST

The term “product cost” means the cost of products delivered to an awarded vendor’s warehouse. Product cost must include, but not be limited to, all ancillary charges such as FOB, freight, pick-ups, split pack charges (labor and packaging), cooling or heating costs and brokerage fees. The awarded vendor must provide, if requested by the Nutrition Services Department, written confirmation(s) from suppliers and shippers to verify initial cost to the awarded vendor.

PROHIBITION OF GRATUITIES

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

SELL PRICE (INVOICE PRICE)

The sell price is defined as the Product Cost plus the Delivery Fee per case of product. This is the dollar value that the contractor (awarded vendor) will quote on the weekly price list for individual products.

i. Allowable costs will be paid from the nonprofit account of the Nutrition Services Department to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the Nutrition Services Department;

ii. (a) The contractor must separately identify for each cost submitted for payment to the Nutrition Services Department the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

    (b) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

iii. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.

iv. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the Nutrition Services Department for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the Nutrition Services Department may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually.

v. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

vi. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the Nutrition Services Department, the State agency, or the USDA.

Prohibited expenditures. No expenditure may be made from the nonprofit Nutrition Services Department for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit Nutrition Services Department account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

MARKET PRICES

The USDA Agricultural Marketing Service, Miami Terminal, will be used as a reference for confirming produce costs.
http://www.ams.usda.gov/AMSv1.0/ams.fetchTemplateData.do?template=TemplateO&navID=V_iewU.S.TerminalMarketPriceReports&rightNav1=ViewU.S.TerminalMarketPriceReports&topNa v=&leftNav=&page=FVMarketNewsTerminalMarketReportsMore

As the majority of produce items are relatively constant (40 out of 52 weeks per year), items that increase or decrease in price will be reviewed by the awarded vendor with the designated School representative on a pre-determined, regular schedule to update the approved shopping list/order guide.

Invoice Sell Price falls within the AMS index price range, the awarded vendor will not raise or lower the price until the Invoice Sell Price no longer falls within the AMS index price range.

FARM-TO-SCHOOL DISTRIBUTION AND PRICING METHODS

1. Farm-to-School Program products and opportunity buys **obtained *by the awarded vendor*** are to be priced with the Invoice Sell Price process to include product cost and delivery fee.
2. Farm-to-School Products and opportunity buys **contracted directly by the School for delivery by the farm** to the awarded vendors warehouse will include the delivery fee**.**
3. Farm-to-School Program products and opportunity buys **contracted directly by the School for pick up by the awarded vendor from the farmer** will include a negotiated pick up charge and the established bid delivery fee.

ORDERING OF PRODUCTS

During the course of the contract, the School may purchase approximately 200 different food/produce items and pack sizes. Of those, less than 80 items account for the majority of the dollar value of the bid. The Nutrition Services Department will provide the awarded vendor with a pre-approved list of items after award of this bid, which can be ordered by the Nutrition Services Managers at all of the production sites. Specific, additional items will also be available to **only** the FFVP and F2SS schools. The Nutrition Services Department will provide the awarded vendor with cycle lunch and FFVP/F2SS menus which will indicate in advance the produce items required. The Nutrition Services Department shall purchase produce as listed on the Bid Response Sheet and reserves the right to add or delete items at its discretion. Added items will utilize small purchase quote procedures. Price, seasonality, quality and locally grown options will be part of the decision process.

All orders will be placed directly with the awarded vendor. Nutrition Services Managers are to place their produce orders on the awarded vendor's "user friendly" on-line ordering system that calculates the desired totals (see **ORDER FORMS**). Training and support must be available to the Nutrition Services Managers.

COST/PRICE ANALYSIS

Odyssey Charter School, Inc. will abide by Federal procurement standards including program regulations at 7 CFR 210.21, 215.14a, 220.16, 225.17, 226.22, and 250.4(d) . In addition, all procurements shall be undertaken consistent with State and local requirements.

Odyssey Charter School, Inc. will also comply with the requirements of 2 CFR Part 200, which include procurement standards required for all Federal awards to non-Federal entities. Evaluating the price on *all* goods, either as an aggregate (bottom line or total cost) or by line item, is the preferred method of awarding a contract.

As per State, local, and tribal laws and regulations, and applicable Federal law in 2 CFR Part 200. all cost analysis procedures are part of these written procurement procedures, including a market basket analysis, if used.

MARKET BASKET ANALYSIS

"The Market Basket Analysis sample is established to represent 75% of the total estimated value of the contract to be awarded. The most recent velocity/sales report from our current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, the list of 100% goods to be purchased under the solicitation includes the top 60% goods purchased by dollar volume representing the 75% threshold. Prices for the remaining 40% goods listed in the solicitation should also be included, though they will not be a part of the market basket analysis."

ORDER FORMS

Order forms will include: dates of order, school name, the person who requests the order, requested quantity, product description, case weight, count/portions per case, cost per case, cost per portion, and total cost of each line item and total cost of the order. The Nutrition Services Department will request the desired portion size.

DELIVERY REQUIREMENTS

Deliveries are to be F. O. B. destination, inside delivery and are to be placed in designated areas as specified by each site Nutrition Services Manager or designee. Deliveries will be made in a temperature-controlled truck to protect the quality and food safety of the products. Temperatures shall be recorded per Food Safety Plan (HACCP) guidelines upon delivery. Delivery and services shall meet the standards now in effect at each school and shall always meet the approval of the Director of the Nutrition Services Department or designee.

DELIVERY SCHEDULES

The awarded vendor shall deliver fresh food/produce weekly (when school is open) located at the school locations of Odyssey Charter School, Inc. in Brevard County. Large programs and the FFVP and F2SS schools will require additional weekly deliveries as mutually agreed upon by the awarded vendor and the School.

Deliveries shall be made to schools on a regular daily schedule Monday through Friday between the hours of 6:00 a.m. and 7:15 am, or to as may be otherwise approved by the Nutrition Services Department. In the event that schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day.

Delivery schedules shall be submitted by the awarded vendor to the Nutrition Services Department for approval two weeks prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awarded vendor shall be submitted to the Nutrition Services Department for approval 30 days prior to implementation. The awarded vendor shall be notified in advance of school off-days so that special arrangements can be made for delivery as may be approved by the Nutrition Services Department. If an item is omitted from an order by the awarded vendor, or is delivered in unacceptable condition, replacement delivery shall be made within 24 hours, or at a longer time span if approved by the Nutrition Services Department.

DELIVERY ACCURACY AND PRODUCT QUALITY

The awarded vendor is expected to make deliveries, at a minimum error free level of 97 percent as pertains to distributor accuracy and acceptability of the order units. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All fresh fruits and vegetables must be at the appropriate stage of ripeness for the day of menu service and ready for preparation or consumption per the USDA Food Buying Guide. All produce must be delivered fresh, sanitary and in temperature- controlled condition. Whole produce must be US Fancy or US No. 1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available and be sulfite free. Delivery of Best Used by Dates of less than 5 days is not acceptable unless pre-approved as an Opportunity Buy by the Nutrition Services Department.

ITEM SUBSTITUTION

Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed but delivery charges will not exceed the initial pack size. Example – 20-pound case of product was requested but substituted with 2 – 10 pound cases. Only 1 delivery charge per 20 pounds will be charged. These changes are to be included in weekly pricing and approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval, from** the Department of Nutrition Services.

All outages and suggested substitutions must be submitted to the Nutrition Services Department a minimum of 24 hours prior to delivery.

An excessive occurrence of out-of-stock items may be cause for contract cancellation. The School reserves the right to make brand or product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, quality control, or product deficiencies.

FORCE MAJEURE

Acts of God such as hurricanes and inclement weather (drought or floods or unseasonable rain or temperatures) may be a factor in the unavailability of certain produce items at reasonable prices. The awarded vendor is to contact the School representative with documentation and to present alternative products and prices. If either Party is unable to perform due to a pandemic, their performance may be excused if the exercise of this paragraph is done in good faith after reasonable efforts to perform.

INVOICING

All invoices shall include the correct purchase order number for proper identification. Delivery tickets/invoices must be signed by receiving School personnel when delivery is made and by the delivery person to confirm that the delivery has been made. The driver will leave the signed delivery ticket/invoice along with a copy for a total of two copies to be left with the Nutrition Services Manager at each delivery site.

The Nutrition Services Manager from each delivery site sends the signed delivery ticket/invoice to the Nutrition Services Department Accounts Payable for review and payment processing.

All invoices and correspondence shall be legibly written, marked under the different program (see below), signed and dated. Incomplete or unclear delivery tickets/invoices result in decreased productivity and may create delay of payment.

There must be three types of program invoices:

a. Regular Invoices: Products delivered for our regular menu. (purchased produce)
b. Fresh Fruit and Vegetable Program Invoices: These are to be kept separate and identified as FFVP invoices.
c. Farm to School Snack Program Invoices: These are to be kept separate and identified as F2SS invoices.

CREDITS

The awarded vendor shall agree to accept, for full credit, the return of any items received which are found by the Nutrition Services Managers to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

The delivery ticket/invoice must be clearly marked with corrections including changes to quantity received, product rejected or other issues resulting in the need for credit. This documentation should be initialed by the delivery person and the receiving School employee.

For products found to be defective after the delivery (within three days), the awarded vendor will issue a credit memo or replace product per the School's request. The credit memo shall reference the original invoice number and be issued within seven days of request.

REPORTS

The awarded vendor must maintain and provide perpetual **utilizations reports** by line item, purchasing unit, selling price, and school delivery sites, as well as for the total School sum. Utilization data must be maintained so that the awarded vendor can report the number of units delivered, at a specific selling price, in the event of erroneous pricing. Utilization reports must show product description, purchasing unit, case size, price per case, and delivery location on a monthly basis. Utilization reports shall be submitted within 15 calendar days after the end of a month or as otherwise requested.

Fresh Fruit and Vegetable Program (FFVP) monthly utilization reports must:

- be labeled as FFVP for each of the participating school sites
- include the number of cases and the average price for each item during the calendar reporting month
- be submitted to the Nutrition Services Budget Manager no later than the 10^{the} of the following month

DEFAULT

The awarded vendor shall inform the Nutrition Services Department of any problems or delays in providing the awarded item(s) as required. Odyssey Charter School, Inc. of Brevard County, Florida shall consider excessive product cost, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in termination of the contract.

ADDITION OR DELETION OF SITES

The School reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

ESTIMATED DOLLAR VALUE/QUANTITIES

The School estimates purchased annual expenditures will not exceed $230,000 for the 2025-2026 school year.

The estimated figures are given only as a guideline for preparing your Bid. No guarantee is expressed or implied as to actual requirements. The items will be ordered on an as- needed basis and may consist of multiple orders and purchase order numbers.

DOCUMENTS & ADDENDA

These documents constitute the complete set of specification requirements and Bid forms. It is the sole responsibility of potential Bidders to ensure that all pages are included. Any questions regarding the completeness of this bid should be immediately directed to the Purchasing Department. Prior to submitting a Bid, it is the sole responsibility of each bidder to ensure that all addenda released are received; that all Bid and addenda requirements have been completed and that all required submittals have been included.

AWARD

This bid shall be awarded in its entirety to the lowest responsive and responsible bidder meeting all specifications, terms and conditions, offering the lowest product costs and fixed fees for services as primary vendor. A secondary award will be made to the bidder offering the next lowest responsive and responsible bid meeting all specifications, terms and conditions.

It is necessary to bid on every item in order to have the bid considered for award. Product unit cost must be stated in the spaces provided on the vendor response sheet. All items must have an individual product unit cost.

The School reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next lowest bidder's prices must use the same criteria with the AMS as the guideline for Invoice Sell Price to include Product Cost plus Delivery Fee.

TERM OF CONTRACT

This bid shall be in effect for one (1) year beginning September 1, 2025 and ending August 31, 2026, or until new bids are taken and awarded. This bid (or any portion thereof) has the option of being renewed annually for four (4) additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

(1) Breach Of Contract--Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(2) Termination for Cause and Convenience--All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of $10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

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

(4) Funding Agreement--Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or

research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(5) Clean Air and Water Pollution Acts-- The contractor must agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(6) Energy Policy--Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(7) Anti-Lobbying--Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award.

(8) Recovered Materials--A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(9) Davis-Bacon Act, as amended (Appendix II to CFR 200). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (Davis-Bacon Act) above, when the Odyssey Charter School, Inc. Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Contractor will be in compliance with all applicable Davis-Bacon Act provisions

As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding $2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage deter-mination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SFA will report all suspected or reported violations to the Federal awarding agency.

MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS: Unless expressly stated otherwise in the ITB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SFA and are not intended to limit competition. Unless expressly stated otherwise in the ITB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SFA to determine whether in fact the proposed "or equal" product(s) meets or exceeds SFA's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications. This responsibility does not rest with SFA. SFA reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s). SFA reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

ASSIGNMENT

Each bidder shall carefully examine the instructions to bidders, specifications, special conditions where listed, and the list of schools to be serviced. It shall be the responsibility of the bidder to be fully informed as to the number and distance between locations of the Schools. This will be of vital importance to assure the required scheduled deliveries.

The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the School.

RECORD KEEPING

1. The VENDOR shall retain all records relating to food service production and delivery for the initial contract and all subsequent renewals for a period of five years either from the date the final contract renewal period has expired, receipt of final payment under the contract is recorded, or after the School submits the final Claim for Reimbursement for the final fiscal year of the contract, whichever occurs last.
2. The VENDOR shall have records maintained and available to demonstrate compliance with relating requirements. Such records shall include the following:
    - The receipt, use, storage, and inventory of Foods;
    - Monthly inventory reports showing all transactions for processed and non-processed Foods; and
    - Documentation of credits issued to the School for Foods received.

3. All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the School, the NSLP, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
4. The VENDOR accepts liability for any overclaims due to VENDOR negligence or noncompliance with regulations, including those overclaims based on review or audit findings.
5. All records relating to the Contract, including subsequent Renewal Terms, if applicable, are property of the School and shall be maintained in original form on School premises for the duration of the Contract. At any time during the Contract, the School reserves the right to require the VENDOR to surrender all records relating to the Contract to the School within 30 days of such request. Such records shall include, but are not limited to:
    - All data, materials, and products created by the VENDOR on behalf of the School and in furtherance of the Services
    - Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
    - Standardized recipes and yield from recipes as deemed necessary per the requirements of paragraph (10)(8)
    - Processed product nutritional analysis
    - Dates of preparation of meals
    - Number of meals and locations where meals were delivered
    - Signed delivery slips
    - Nutritional content of individual food items and meals as delivered
    - Bills charged to School for food delivered under this contract
    - Inventory records
    - Food and bid specifications
    - All documents and records as noted in this *Invitation to Bid and Contract*
6. Upon expiration or termination of the Contract, the VENDOR shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the School within 30 days of the Contract expiration or termination.
7. The School shall retain all records relating to the initial contract and all subsequent renewals for the longer of the retention periods required by federal, state or local laws and regulations that govern the School regarding recordkeeping and records retention.
8. All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the School, the NSLP, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

BID INSTRUCTIONS

1. Bidders are to list the price per pound and current count/pack for the **Week of August 18, 2025** to assure comparability of bidders.
2. Delivery fees must be quoted on the Bidder Response Sheet item 1 & 2.
3. All required documents as listed in the Qualified Bidder List including the one-page summary of each bidder's food recall policy and procedures must be submitted with the bid proposal.
4. PLEASE NOTE THAT BID SHEETS ARE AVAILABLE TO BE COMPLETED ELECTRONICALLY IN A PROTECTED 2007 MICROSOFT EXCEL SPREADSHEET. *MADE AVAILABLE UPON REQUEST ONLY*. Bidder may enter prices and the sheets will automatically calculate the totals. Bidder will then be able to print out the sheets and submit with their sealed bid package. Please note that the spreadsheets perform calculations, however, bidder must insure that all calculations are correct.

ADDITIONAL INFORMATION

Any and all questions regarding this Bid, whether technical, procedural or otherwise, **must be submitted in writing** to the attention of Cindy Chapman, Café Director no later than August 27, 2025. The written questions may be submitted by facsimile transmission, electronic mail, USPS or other regular mail delivery service as follows:

Facsimile Number: (321) 733-1178
Electronic Mail: Chapmanc@odysseycharterschool.com
Street Address: Odyssey Charter School, Inc.
Cindy Chapman, Café Director
Palm Bay, Florida 32909

Any and all written questions received will be complied and official responses will be developed by appropriate School employees. The compilation of written questions and their official responses will be issued by the Purchasing Department in the form of an Addendum and posted on Demandstar.com. It is the responsibility of the bidder(s) to make sure they have all addenda associated with this bid.

This process will constitute the only official means by which additional information regarding this Bid will be made available. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's proposal and shall not be considered in the School's evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this Bid by any other means than the process described herein.

LOBBYING

BIDDERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY SCHOOL PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS ITB. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR ODYSSEY CHARTER SCHOOL, INC. PERSONNEL OR ITS AFFILLIATES ON THE AWARD OF THIS CONTRACT. ANY BIDDER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER WILL RESULT IN REJECTION/ DISQUALIFICATION OF SAID BID.

REFERENCES

1. PROJECT NAME/DESCRIPTION:_____

CONTACT PERSON: _____

PHONE:_____

EMAIL:_____

PROJECT SIZE: $_____

2. PROJECT NAME/DESCRIPTION:_____

CONTACT PERSON: _____

PHONE:_____

EMAIL:_____

PROJECT SIZE: $_____

3. PROJECT NAME/DESCRIPTION:_____

CONTACT PERSON: _____

PHONE:_____

EMAIL:_____

PROJECT SIZE: $_____

Odyssey Charter School, Inc.

6507	**OCS**	**Odyssey Charter School - Combination School KG-12**
6541	**OPA**	**Odyssey Preparatory Academy**

EMERGENCY MANAGEMENT PROCEDURES

SCHOOLS DESIGNATED AS EMERGENCY SHELTERS

The following is a list of schools designated as emergency shelters by The Odyssey Charter School, Inc. Brevard County Emergency Management Department for the 2020 Hurricane Season.
This may change based on the expected intensity of the emergency.

BREVARD COUNTY REFUGES

Brevard Area

Primary Shelters

A. Mims Elementary School, 2582 US Highway 1, Mims
B. Apollo Elementary School, 3085 Knox McRae Dr., Titusville
C. Imperial Estates Elementary School, 900 Imperial Estates Lane, Titusville
D. Walter Butler Community Center at Bernice Jackson Park, 4201 US Highway 1, Cocoa
E. Manatee Elementary School, 3425 Viera Blvd., Viera
F. Sherwood Elementary School, 2541 Post Road, Melbourne
G. Eau Gallie High School, 1400 Commodore Blvd., Melbourne
H. Melbourne High School, 74 Bulldog Blvd., Melbourne
I. Meadowlane Intermediate Elementary, 2700 Wingate Blvd., West Melbourne
J. Heritage High School 2351 Malabar Rd., Palm Bay
K. Bayside High School, 1901 DeGroodt Rd. S.W. Palm Bay
L. South Mainland Community Center, 3700 Allen Ave., Micco
M. Barefoot Bay Community Center - Bldg A Barefoot Blvd (Not a shelter – Transportation pick-up point ONLY)

Shelter openings are incident-specific. Never go to a shelter unless local officials have announced it is open.

Statutory Requirements for Bid Protest

Bid Protest

A. A bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. For bids solicited by the purchasing department or the facilities department, the notice must be filed with the purchasing department.

B. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Board in an amount equal to $25,000 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over $500,000 and five percent (5%) of the lowest accepted bid for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protester prevails, s/he shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

C. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in section F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120.

Drug Free Workplace Certification

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

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

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

_____

Company Official Signature Date

_____

Printed Name

_____

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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," "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 forms that, should the proposed covered transaction be entered into. It shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

For _____
Name of Grantee

_____
Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name:_____** **Title:_____** **Telephone No.: _____ Date: _____**

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

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

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

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

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

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

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

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

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

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

EXHIBIT A

Contractor's Affidavit
Concerning Illegal Aliens

State of:_____

County of:_____

The undersigned deposes and states that_____complies with the provisions of

(Organization Name)

Section 274A of the Immigration and Nationality Act; that_____substantiates

(Organization Name)

that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grant funds or federal stimulus dollars can legally work in the United States and complies with the provisions of federal and state laws, and will maintain such throughout the life of this contract. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

_____ _____

Organization Name *Address*

_____ _____

Signature *City & State*

_____

Printed Name

Subscribed and sworn to before me this_____*day of*_____*, in the year* _____

*by*_____*who has produced*_____*as identification.*

*Commission#:*_____ _____

NOTARY PUBLIC, Signature

*Commission expires:*_____ _____

PRINTED NAME