

The Villages® Charter School

Solicitation Number: **TVCS-041026**

Date Issued: _____

Food Service Director: Jason Poplaski

Phone: 352-259-3777, ext. 29219

E-Mail Address: jason.poplaski@tvcs.org

REQUEST FOR PROPOSAL; FOOD SERVICE PURCHASING SERVICES

SUBMIT Two (2) COPIES OF YOUR SEALED* OFFER TO THE FOLLOWING ADDRESS:

MAILING & PHYSICAL ADDRESS:

The Villages Charter School
Attn: Jason Poplaski
2210 Dr. Randy McDaniel Way
Middleton, FL 34762

Please direct questions to jason.poplaski@TVCS.org

SUBMIT OFFER BY: Friday, May 1, 2026, 2:00 PM

Your offer must be submitted in a sealed package

Solicitation Number & Opening Date must appear on the package exterior

CONFERENCE TYPE: NOT APPLICABLE

DATE & TIME:

LOCATION:

THE VILLAGES CHARTER SCHOOL
2210 DR. RANDY MCDANIEL WAY
MIDDLETON, FL 34762

AWARD & AMENDMENTS: The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.TVCS.org/administration/food-service/>

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

✕ _____

NAME OF THE OFFEROR
(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

✕ _____

AUTHORIZED SIGNATURE & DATE SIGNED
(Person must be authorized to submit a binding offer to contract on behalf of the Offeror)

INDICATE TAXPAYER IDENTIFICATION NO. ABOVE
(See "Taxpayer Identification Number" provision)

The Villages Charter School will accept proposals for providing comprehensive food service purchasing services to leverage purchases for improved pricing of foods that meet current USDA standards in the following categories: Meat, Dairy, WG Rich Bread and Grains, Produce, After School Snacks, Paper and Cleaning Supplies.

All Offerors must submit two (2) copies of their proposal.

Proposals will be accepted until 2:00 PM on Friday, May 1, 2026.

At that time, each proposal will be opened and the bidder's name read aloud along with pricing. No other information will be announced at that time.

LATE PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed responses may be mailed or hand-delivered to:

**The Villages Charter School
2210 Dr. Randy McDaniel Way
Middleton, FL 34762
Attn: Jason Poplaski
Food Service Director**

Sealed Proposal packages must include completed copies of pages 1, 2 & 14, and if applicable; pages 16, 17 & the USDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form. In addition, a copy of your current professional/business license and a W-9 form should be attached to your proposal documents.

TIMELINE

Friday, April 10, 2026, bid available to public

Friday, April 17, 2026, bid questions due

Tuesday, April 21, 2026, bid questions answered by publishing Addendum 1, if applicable

Friday, May 1, 2026, bid submissions due by 2:00 pm (time) EST

Wednesday, May 6, 2026, bid submissions opened in person

Thursday, May 7, 2026 & Friday, May 8, 2026, SFA review of bids

Monday, May 11, 2026, SFA recommendation to FDACS and FDACS review

Friday, May 15, 2026, FDAC and FDACS expected response due

Monday, May 18, 2026, contract award

Monday, June 1, 2026, awarded Vendor begins service

All questions must be addressed to Jason Poplaski (jason.poplaski@TVCS.org).

SCOPE OF THE PROPOSAL

The Villages Charter School (TVCS) is issuing this request for proposals for a provider of comprehensive food service purchasing services to leverage purchases for improved pricing of food service products.

TVCS is requesting bids for independent service to provide group purchasing services to leverage improved pricing for Food and Nutrition Services. Services will include, but not necessarily be limited to:

- Broad and extensive purchasing programs with manufacturer or supplier community
- Ability to perform services without administrative burden on TVCS
- Contractor must maintain complete transparency in Manufacturer programs including pricing and rebates. Awarded contractor must pass down all discounts, rebates, and bill backs to The Villages Charter non-profit school food service account.
- Separation of manufacturer agreements from distributor agreements (TVCS retains the right to select distribution provider)
- Ability to perform distributor contract price audits
- Support for advising and assisting the department in evaluating existing purchases and making recommendations for alternative products which meet the purpose, nutritional requirements, and quality objectives of TVCS
- Ability for TVCS to negotiate with manufacturer/supplier community and implement direct supplier agreements for the benefit of TVCS.
- Provide market intelligence including: market conditions, product recalls, product availability, and other pertinent information for nutritional purchases

Inquiries: Questions regarding this project/program, the solicitation document or the bidding process shall be submitted in writing (email jason.poplaski@TVCS.org). Questions received after Friday, April 17, 2026 shall not be addressed. Verbal inquiries received at any time will not be addressed. Prospective bidders will be notified by addendum of any changes or clarifications to contract terms, scope of work, and/or specifications. After the contract is executed, no additional costs will be considered. Hidden or undisclosed costs will not be accepted.

Solicitation and Performance Conditions: TVCS will evaluate the selected bidder annually or more frequently if TVCS so decides, in order to determine if TVCS standards and goals contained in the solicitation are being met. TVCS may also evaluate the bidder's experience and other records, cost reporting, compliance with deadlines, and timeframes, cost management, value awareness, schedule adherence, quality control, accuracy of reports, relationships, communications with TVCS representatives and members, and professionalism. Precise criteria for evaluation of performance will consist, at a minimum, of the terms of this solicitation and others may be developed after award of the contract.

Background/Experience: Provide company background information to include number of years in business, address of main office, and location of customer service representatives who will be responsible for handling TVCS account. Provide information on experience relevant to school districts.

PROPOSAL SUBMISSION REQUIREMENTS

Submit one original and one additional copy of the proposal.

In order for proposals to be evaluated, the Offeror must submit as a minimum the following information.

- 1. Completed and Signed Cover Sheet and Original RFP**
Provide requested information and must be signed.
- 2. RFP Requirement Response**
- 3. Program and Service Description**
- 4. Service % Return & Fees**
- 5. References**
Please provide at least 3 references, a minimum of 2 school districts required.

AWARD OF CONTRACT

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of TVCS, will be subject to disqualification. For purposes of determining responsibility, all information given by the Offeror concerning its availability to perform fully the contract requirements and the integrity and reliability of the Offeror will be reviewed. The submission of a proposal for review does not necessarily qualify the Offeror or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

TVCS reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified Offerors and to cancel in part or in entirety this solicitation if it is in the best interest of TVCS. Further, TVCS reserves the right to waive any or all informalities or technicalities in order to serve the best interest of TVCS.

An award resulting from this solicitation will be for one (1) year from the date of award with the option to renew each year for each of four (4) additional one-year periods if agreed to by the successful bidder(s) and TVCS. The total program may be in effect for five (5) years unless terminated by TVCS. The initial one (1) year contract will be executed beginning on the 1st day of the month following implementation of the service.

The evaluation of proposals will be conducted in accordance with the below criteria. Contract award decision will be made based on the vendor that attains the greatest overall proposal score.

- Per Meal Charge 40 Points
 - o The lowest cost receives max points. The others receive points equal to the lowest price divided by their meal price x maximum points (not rounded).

- Company Experience 25 Points
 - o The company with the most experience will be awarded the maximum points. The remaining companies will be ranked based on their years of service, and the points will be distributed proportionally to the experience. The second-most experienced company will receive the second-highest number of points, and the points will decrease in descending order from there.

- Menus / Product Spec 20 Points
 - o Variety and balance of menu options that adhere to nutritional guidelines and standards (10 points)
 - o Attractive and appetizing presentation of meals that use creative and engaging methods to encourage healthy eating habits (10 points)

- Reference 15 Points
 - o References with like school systems and familiarity with regulations pertaining to such operations OR plans for operation if this is a new company.

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall range from 0 to the total shown above, with 0 being worst. All scores will be summed to give the total score. The maximum possible total score for the RFP response is 100 points. All committee members’ scores will be summed to determine the grand total for each firm.

RIGHT TO ACCEPT OR REJECT

The TVCS reserves the right to accept or reject any/all proposals or any part of any proposal. This includes rejection based upon quality (in the opinion of the TVCS) from references, delivery or any other reason.

DELIVERY

Provide implementation dates. **Make sure you are able to deliver by Monday, July 20, 2026.** Failure to do so will nullify the contract. The TVCS reserves the right to take into consideration this date of delivery and give preference to a firm with an earlier delivery date even though they may not be the low bidder. Final implementation date will be coordinated with TVCS officials.

LICENSES & PERMITS

The successful offeror(s) shall have and maintain any/all necessary licenses, permits, etc. necessary to conduct business in Florida.

PAYMENTS

Payment must be made to the successful contractor no later than thirty (30) days after the receipt of the invoice. All requests for price increases after an award must be submitted in writing with

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

GENERAL TERMS & CONDITIONS

This solicitation does not commit TVCS to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.

TVCS follows all state and federal regulations & guidelines.

TVCS assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

Addenda: Addenda shall be issued prior to the bid submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections.

Background Checks: Jessica Lunsford Act

On June 20, 2007, Governor Charlie Crist signed into law Senate Bill 988, Relating to High Risk Offenders. The bill, effective on July 1, 2007, requires specific notations on the driver's licenses of sexual predators, and established standards and procedures related to the background screening of individuals who provide contracted non-instructional services to Florida public schools or districts.

The sections of Florida law pertinent to the screening of individuals who are vendors or contractors with a Florida public school or district as amended or created by Senate Bill 988, may be accessed at:

- Section 1012.465, Florida Statutes
- Section 1012.467, Florida Statutes
- Section 1012.468, Florida Statutes

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

Clarifications: TVCS reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's proposal. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to TVCS and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

Bidder Responsibility: The Bidder alone will be held solely responsible to TVCS for performance of all Bidder obligations under any contract resulting from their proposal.

Contract Termination for Cause and for Convenience: The TVCS reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) day notice when in the best interest of TVCS. Termination of any contract by the TVCS for cause, non-performance, default or negligence on the part of the successful bidder shall be a retained right. Termination costs levied against TVCS shall not apply and the thirty (30) day termination notice requirement shall be waived. The default provisions shall apply when a contract is terminated for cause. At any time during a contract term, for any reason determined to be in the best interest of TVCS, if TVCS wishes to cancel the contract, it will notify the contractor at least thirty (30) days prior to termination.

Termination for Cause and for Convenience: Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000). When federal funds are expended by TVCS, TVCE reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to:

- (1) *Meet scheduled, deadlines, and /or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order:*

- (2) *Make any payments owed;*
or
- (3) *Otherwise perform in accordance with the contract and/or the procurement solicitation. TVCS also reserves the right to terminate the contract immediately, with notice to vendor, for convenience, if TVCS believes, in its sole discretion that it is in the best interest of TVCS to do so. TVCS will compensate the vendor for work performed and accepted and goods accepted by TVCS, as of the termination date if the contract is terminated for convenience of TVCS. Any award under this procurement process is not exclusive and TVCS reserves the right to purchase goods and services from vendors when it is in the best interest of TVCS.*

Correction of Errors on the Proposal Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

Non-Appropriations: Any contract entered into by TVCS or its departments, employees or agents resulting from this Request for Proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Administrative, Contractual, or Legal Remedies: Contracts for more than the simplified acquisition threshold (currently set at \$150,000) must address administrative, contractual, or legal in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. When federal funds are expended by HCPS, TVCS 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.

Proposal Expenses: The TVCS or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Subcontracting: If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. TVCS must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the proposal. The subcontractor's qualifications to perform along with three references must be submitted.

Record Retention: The books and records of this contract shall be available for a period of three years from the date of submission of the Sponsor's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

Audit Requirements: 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 sponsor, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

Civil Rights: The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

Prohibition of Gratuities: By submission of a quote, the Vendor certifies that no employee of the Sponsor has or shall benefit financially or materially from such quote or subsequent contract. Any contract issued as a result of this quote 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.

Davis-Bacon Act: The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards 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 additions, 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 issues by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of then 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 Leans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, and 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 violation to the Federal awarding agency.

Contract Work Hours and Safety Standards Act: Contract Work Hours and Safety Act (40 U.S.C. 3701-3708). Where applicable, all contracts by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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 wished to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignments 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 issues by the awarding agency.

Unlawful Acts: The TVCS interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the proposal responses. If the TVCS fails to accept the response or award a contract within 30 (thirty) days after the proposal opening date, the respondent must inform the TVCS, in writing, that they do not wish for their response to continue to be considered.

TVCS or School Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on TVCS property, including the NO SMOKING, no weapons, and drug-free

policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Drug-free Workplace: By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the Florida Drug-Free Workplace Act, Section 112.0455.

Equal Opportunity: The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

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.”

Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act amended (33 U.S.C. 1251-1987). Violations must be reported to the Federal awarding agency and the Regional Office of the Environment Protection Agency (EPA).

Section 6002 of The Solid Waste Disposal Act: The requirements of Section 6002 include procuring only items designed in guidelines of the Environment 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 item exceeds \$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. (78 FR 78609, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

Governing Laws: All proposal documents submitted in response to this solicitation are governed under the laws of the State of Florida.

Energy Conservation: Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant.

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (sec 2 CFR 180.220) must not be made parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply for bid for an award exceeding \$100,000 must file the required certification. Each tier certified 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 tier, up to the non-Federal award. When federal funds are expended by TVCS, the vendor certifies that during the term and after the awarded term of an award for all contracts by TVCS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering of a 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant 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 certificate be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Indemnification: The vendor(s) shall agree to hold the TVCS harmless and to indemnify the TVCS from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).

Interpretations: If any questions arise from this solicitation, respondents must contact the TVCS's Purchasing Director. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Director believes the interpretation is not clear in the proposal document. TVCS will not be responsible for any other explanation or interpretations.

Non-Appropriations: Any contract entered into by TVCS or its departments, employees or agents resulting from this Request for Proposal shall be subject to cancellation without damages

or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Right to Protest: Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Director within fifteen days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

As a participating sponsor in USDA's National School Lunch and School Breakfast Programs Vendor must adhere to the 'Buy American' provision of the Child Nutritional Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practical, domestic food products that are produced in the United States. The legislature defines "domestic commodity or products" as one that is produced and is processed in the United States by substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Items normally not produced in the United States commercially, are noted as "import accepted" in the product description on the bid response form. Exceptions to the 'Buy American' provisions are possible when the products is not produced or manufactured in the United States in sufficient, reasonable and available quantities of a satisfactory quality or when competitive price quotes reveal the cost of a domestic product is significantly higher than a non-domestic product. Successful vendor shall notify SFA whenever there is a change of sources i.e. when foreign sources are substituted for domestic sources due to shortages of supplies, etc.

**THE VILLAGES CHARTER SCHOOL
IMMIGRATION & NATIONALITY ACT
Compliance Agreement**

The Immigration & Nationality Act (Section 274A) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within Florida unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with The Villages Charter School, the contractor certifies that it will comply with all applicable provisions of the Immigration & Nationality Act (Section 274A). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the Immigration & Nationality Act (Section 274A).

NAME OF THE OFFEROR: _____
(Full legal name of business submitting the offer)

HOME OFFICE ADDRESS *(Address for the offeror’s home office/principal place of business):*

Street City Zip

AUTHORIZED SIGNATURE: _____ DATE: _____
(Person must be authorized to submit a binding offer to contract on behalf of The Offeror)

PRINTED NAME: _____ TITLE: _____
(Printed name & title of person signing above)

All EXHIBITS

**CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS,
GRANTS, AND COOPERATIVE AGREEMENTS**

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

- a. 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.

- b. 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.

- c. 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: 1. Bid/offer/application 2. Initial award 3. Post-award	3. Report Type a. Initial filing b. Material change For material change only: Year _____ quarter _____ Date of last report _____
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4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____ if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Sub Awardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____
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6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____
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8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
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10. A. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	10.B. Individual Performing Service (including address if different from No. 10.A) (last name, first name, MI): _____ _____ _____
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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 of each such failure.	Signature: _____ Print Name: _____ Title: _____ Phone #: _____ Date: _____
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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.