

Request for Proposal and Contract

Nonprofit School Food Service

Group Purchasing Organization

Eckerd Youth Alternatives, Inc.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. 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 state or local agency that administers the program or USDA's TARGET center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program complaint of discrimination, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at [USDA Program Discrimination Complaint Form](#), from any USDA office, by calling (866) 632-992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCF) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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 (833) 256-1665;
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SECTION 1 INSTRUCTIONS

1.1 Notice of Proposal

This Request for Proposal (“RFP”) is for the purpose of obtaining responses from a Group Purchasing Organization (“GPO”), to provide comprehensive food purchasing services with improved pricing of foods that meet current USDA standards in the following categories: Meat, Dairy, WG Rich Bread, and Grains, Produce, Snacks, Paper, and Cleaning Supplies for Eckerd Youth Alternatives, Inc (sponsor) (“Eckerd”).

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

Meal programs to be serviced with the contracted items include the United States Department of Agriculture (“USDA”) National School Lunch Program and/or the School Breakfast Program. Eckerd Youth Alternatives, Inc (sponsor) is a not for profit child services provider with headquarters located in Clearwater, Florida and child feeding programs located in the following cities and states:

- Floral City, Florida
- Boomer, North Carolina
- Candor, North Carolina
- Manson, North Carolina
- Yanceyville, North Carolina

The goal of the Food Service Program is to provide meals for children participating in our programs.

1.2 Proposal Submission

Responses should address the requirements set forth in this RFP. Responses must include the requested items set forth in 1.4. Please provide the requested information no later than 12:00 PM EDT on **Friday, May 26, 2023** to the address below.

Eckerd Youth Alternatives, Inc.
Nicole Stroebel
100 Starcrest Drive
Clearwater, FL 33765

1.3 Timeline

- April 28, 2023 - Proposal available to public
- May 5, 2023 - Proposal questions due
- May 12, 2023 - Proposal questions answered by publishing an Addendum
- May 26, 2023 - Proposal submissions due by 12:00 PM EDT
- May 26, 2023 – Proposal submissions opened publicly at 12:30 EDT
- June 9, 2023 - Recommendation for approval
- June 23, 2023 - Contract award

1.4 Evaluation Criteria & Award

Proposals received will be reviewed to ensure all materials have been submitted as specified in this RFP. Selection will be based upon the following criteria, with item number 1 weighted the highest. The Offeror must respond to each concern:

- | | | |
|----|---|-----------|
| 1. | Cost of providing proposed services and potential savings | 50 Points |
| 2. | Conformity of Specifications | 25 Points |
| 3. | General Services available | 15 Points |
| 4. | References and Experience | 10 Points |

Cost of providing proposed services and potential savings will be determined utilizing the Proposal Price Sheet and any additional applicable documentation provided. Conformity of Specification proposal response must include information on methods GPO will utilize to address items in, Section 3 Scope of Work and Section 5 GPO Responsibilities. References and Experience response is required. Contract award decision will be made based on the GPO that receives the highest evaluation score.

1.5 Proposal Attachments

1. Location of school(s) – Exhibit A
2. Required List of Products and Proposal Price Sheet —Exhibit B
3. Drug-Free Workplace Program Proposer Certification
4. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
5. Certification Regarding Lobbying & Disclosure of Lobbying Activities
6. Non-Collusion Affidavit
7. Certification for compliance with the Jessica Lunsford Act
8. Iran Divestment Act Certification Form

1.6 Questions

Questions concerning this RFP must be submitted in writing via email to stroebn@eckerd.org on or before Friday, May 5, 2023. All responses to questions received will be made by return email and made available to all potential GPO responders not later than Friday, May 12, 2023.

1.7 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications, or corrections will be issued in writing prior to the opening of Proposals.

SECTION 2 GENERAL CONDITIONS

2.1 Proposals shall be submitted on the forms provided with these specifications. Proposals shall be in a sealed envelope properly marked with the title of the proposal, date and time of opening, and delivered to the address provided in subsection 1.2 no later than the time and date specified. All certifications contained herein must be signed and submitted with the proposal.

2.2 Proposal Deadline

The original copy of a vendor's proposal must be received at the address provided in subsection 1.2 no later than the time and date specified. The original will be date and time stamped upon receipt. Proposals received after the time and date specified in subsection 1.2 will result in rejection of the proposal.

2.3 Rejection of Proposal

Proposals that do not conform to the requirements of this RFP shall be rejected.

Proposals may be rejected for reasons that include, but are not limited to, the following:

- a. The proposal was received after the submission deadline;
- b. The proposal was not signed by an authorized representative of the vendor;
- c. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
- d. The proposal was incomplete or contained significant inconsistencies or inaccuracies.

2.4 Errors or Omissions

If Eckerd determines that a proposal contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, Eckerd may provide the vendor an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. Eckerd reserves the right to seek clarification from a vendor of any information contained in the proposal.

2.5 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this RFP will not be considered.

2.5 Specifications and Conditions

By submitting a response to this RFP vendors are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications. Vendors further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

2.6 Withdrawal of Proposal

Requests for withdrawal of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for withdrawal is not received, a vendor shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.7 Proposal Modifications

Requests for modifications of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for modification is not received, a vendor shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.8 Prohibition of Gratuities

By submission of a proposal, a vendor certifies that no employee of Eckerd has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP 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.

- 2.9 Vendor Research
Eckerd reserves the right to research any vendor submitting a proposal in response to this ITB to ensure the vendor's ability to perform the services as specified.
- 2.10 Conditions for Acceptance
Vendors must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications signed by the authorized official.
- 2.11 Proposal computation method
Estimated totals must be carried out to the second decimal place and must not be rounded.
- 2.12 Protest of the RFP
Any adversely affected person who desires to file a formal protest to this RFP must do so in accordance with chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
- 2.13 Copyrights
Eckerd reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for Eckerd purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 2 C.F.R. Appendix II to Part 200(F)
- 2.14 Patents
Eckerd reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 2 C.F.R. Appendix II to Part 200(F)
- 2.15 The Vendor shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all vendor employees assigned to Eckerd and results are provided to Eckerd per the Jessica Lunsford Act, section 1012.32, Florida Statutes.
- 2.16 Federal Debarment Certification
The prospective proposer certifies, by submission and signature of this proposal, that the proposer complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).
- (1) The prospective lower tier (\$25,000) participant certifies, by submission and 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.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

2.17 Public Entity Crimes Certification

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entities, 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.

2.18 Drug Free Workplace Certification

In accordance with Florida Statute 287.087, whenever two or more proposals, proposals, or replies that are equal with respect to price, quality, and service are received by a school food authority for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

**SECTION 3
SCOPE OF WORK**

Eckerd is seeking GPO or other procuring agent able to provide broad and extensive purchasing programs with manufacturer or supplier community, to procure products in Exhibit C on a consistent basis, provide the following support services, and / or meet the following service requirements:

- 3.1 Complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
- 3.2 Separation of manufacturer agreements from distributor agreements.
- 3.3 Ability to perform distributor contract price audits. Audits should check all pricing mechanisms, including firm priced and fixed fee items.
- 3.4 All documentation of proposal pricing performed on behalf of Eckerd must be available upon request.
- 3.5 Support for advising and assisting Eckerd in evaluating existing purchases and making recommendations for alternative products which meet the purpose, nutritional requirements, and quality objectives.
- 3.6 Provide market intelligence including market conditions, product recalls, product availability, and other pertinent information for nutritional purchases
- 3.7 Purchasing services must meet or exceed all Federal, State and Local procurement guidelines, policies, regulations, and laws for all Child Nutrition Programs
- 3.8 The services provided shall be operated and maintained as a benefit to Eckerd's students, faculty, and staff.
- 3.9 The services provided shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.10 The GPO and / or its designated servicing distributor will provide services to each site as specified in Exhibit A.
- 3.11 Eckerd may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.

- 3.12 Eckerd reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 3.13 The GPO shall be an independent contractor and not an employee of Eckerd. The employees of the GPO shall be considered solely employees of the GPO and shall not be considered employees or agents of Eckerd in any fashion.
- 3.14 The GPO shall conduct the provided services to ensure compliance with the rules, policies, and statutes of the Florida Department of Agriculture and Consumer Services (“FDACS”), North Carolina Department of Public Instruction (“NCDPI”) and the USDA regarding Child Nutrition Programs.
- 3.15 Eckerd shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of the FDACS, NCDPI and the USDA regarding Child Nutrition Programs.
- 3.16 Eckerd reserves the right to maintain, add, and/or remove products listed on Exhibit B.

**SECTION 4
SCHOOL FOOD AUTHORITY RESPONSIBILITIES**

- 4.1 Eckerd shall ensure that the food service operation is in conformance with its *Child Nutrition Programs Agreement* and the *Eligibility Manual for School Meals Determining and Verifying Eligibility*.
- 4.2 Eckerd shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4.3 Eckerd shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.
- 4.4 Eckerd shall inform the GPO of any adjustments to menus/expected usage and monitor implementation of adjustments.
- 4.5 Eckerd shall be responsible for resolution of program reviews and audit findings.
- 4.6 Eckerd will adhere to payment terms as covered in Section 6 for commodities and services provided.

**SECTION 5
GROUP PURCHASING ORGANIZATION RESPONSIBILITIES**

- 5.1 Procurement services that meet all Federal and State guidelines for items listed in Exhibit B and related services.
- 5.2 Ability to integrate with Eckerd’s electronic ordering method or if unavailable provide an acceptable electronic method of purchasing, keeping track of orders, rebates, deliveries, invoices, and quarterly reports.
- 5.3 Methods of purchasing items which pricing may change daily or weekly. GPO must have the ability to adjust pricing of items properly procured in Exhibit B, including fresh produce, milk, and other items that price will regularly fluctuate. GPO must have a mechanism in place for these items.
- 5.4 Fee structure for services.

- 5.5 Contracts, pricing and information, catalogues, search information, technical information, and any contract extensions/renewals, etc.
- 5.6 Resources to assist Eckerd as needed.
- 5.7 Capabilities to procure distribution of USDA commodity products if requested.
- 5.8 Copies of all procurement documents.
- 5.9 Input on, and evaluation of, food items, supplies and materials proposal/proposal responses prior to award.
- 5.10 Information of any nutritional facts, CN label or proposal specification sheet as per request.
- 5.11 Rebates, Discounts, and Credits: Any such rebates, discounts and credits must accrue to the benefit of Eckerd. Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value, or other direct or indirect remuneration from manufactures/vendors or other persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from Eckerd's nonprofit food service account. In addition, GPO will refund Eckerd for any overpayment. All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to Eckerd Youth Alternatives' nonprofit food service account.

SECTION 6 INVOICING AND PAYMENT

- 6.1 When applicable, the GPO shall assist Eckerd in ensuring that the distributor submits itemized invoices to Eckerd. Payment of invoices will be made no later than thirty (30) days after the receipt of the invoice.
- 6.2 All requests for price increases after an award must be submitted in writing, with supporting documentation to Eckerd for review and approval. Annual increases in price may not exceed the increase in the Consumer Price Index for the Urban Consumers (CPI-UC) of the previous reporting period or 3%, whichever is less at that time. Any request for an increase in price must be submitted in writing by the Contractor not less than thirty (30) days prior to the proposed date of increase. Eckerd Youth Alternatives 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. Eckerd Youth Alternatives will determine the adequacy and acceptability of submitted documentation and request for price increases.

SECTION 7 PURCHASES/BUY AMERICAN

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

- 7.3 The GPO may substitute commercially purchased foods for all other USDA Food received. All commercially purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by Eckerd Youth Alternatives.
- 7.4 Eckerd shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by Eckerd Youth Alternatives.
- 7.5 The GPO may be required to certify the percentage of United States content in the products supplied to Eckerd Youth Alternatives.
- 7.6 The need for documentation that requests consideration on the use of domestic alternative foods before approving an exception.
- 7.7 GPO must document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
- 7.8 GPO must document the use of non-domestic alternative food due to the domestic food not being produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
- 7.9 Eckerd reserves the right to review GPO purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.
- 7.10 The GPO, and / or its designated distributor supplier, shall provide Nutrition Facts labels and any other documentation requested by Eckerd Youth Alternatives to ensure compliance with United States content requirements.
- 7.11 Products provided by offeror in Exhibit B must be “Approved Brand or Equal.” The brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by Eckerd Youth Alternatives, Inc.

SECTION 8 EMPLOYEES

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

**SECTION 9
LICENSES, CERTIFICATIONS, AND TAXES**

- 9.1 Throughout the Term of the Contract and each renewal Term, the GPO shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.
- 9.2 The GPO and all affiliates shall collect and remit Florida and North Carolina Sales & Use Tax in accordance with applicable state statutes.

**SECTION 10
RECORD KEEPING**

- 10.1 The GPO shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state or local laws and regulations that govern Eckerd regarding recordkeeping and records retention.
- 10.2 All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of Eckerd, the FDACS, the NCDPI, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

**SECTION 11
TERMS AND TERMINATION**

- 11.1 This Contract is effective for a one-year period, commencing July 1, 2023, or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2024 ("contract term" or "term"). This contract can be extended for four additional one-year increments, upon mutual agreement of Eckerd and GPO. A new contract will be signed each year to extend the original contract.
- 11.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA foods.
- 11.3 Either Eckerd or GPO can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, Eckerd can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the GPO.
- 11.4 Following any termination for convenience, the GPO shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the effective date of termination. Eckerd shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 11.5 Notwithstanding any provision to the contrary in this Contract, obligations of Eckerd will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Florida Legislature, North Carolina Legislature or a federal funding source, or such funds are otherwise not made available to Eckerd for payments in accordance with this Contract.
- 11.6 Notwithstanding the notice period in paragraph 12.3, Eckerd may immediately terminate the Contract, in whole or in part, upon notice to the GPO if Eckerd determines that the actions, or failure to act, of the GPO, its agents,

employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if Eckerd determines that the GPO lacks the financial resources to perform under the Contract.

- 11.7 If the GPO fails to perform to Eckerd's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, Eckerd shall provide written notice to the GPO requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, Eckerd may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. Eckerd may finish the services by whatever method Eckerd Youth Alternatives may deem expedient. Any damages incurred by Eckerd as a result of any GPO default shall be borne by the GPO at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to Eckerd Youth Alternatives by the GPO upon demand.
- 11.8 Neither the GPO nor Eckerd shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). Eckerd Youth Alternatives may cancel the Contract without penalty if the GPO's performance does not resume within thirty (30) days of the GPO's interruption of services due to an Act of God.

SECTION 12 GENERAL CONTRACT TERMS

- 12.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of Eckerd.
- 12.2 This solicitation/contract, exhibits and attachments constitute the entire agreement between Eckerd and the GPO and may not be changed, extended orally or altered by course of conduct. No other contracts will be signed by Eckerd.
- 12.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 12.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by Eckerd.
- 12.5 No course of dealing or failure of Eckerd to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 12.6 Payments on any claim shall not prevent Eckerd from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 12.7 It is further agreed between Eckerd and GPO that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.
- 12.8 **Minority-Owned Business Enterprise**
Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

- Include qualified small businesses, minority-owned businesses, and women’s business enterprises on solicitation lists;
- Assuring that small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources;
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women’s business participation;
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women’s businesses;
- Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women’s business enterprises.

12.9 The GPO shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*; and any additions or amendments to such laws and regulations.

12.10 If this Contract is in excess of \$100,000, Eckerd and GPO shall comply with all applicable standards, orders, or regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
- *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200);
- *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions* pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension (2 C.F.R. Appendix II to Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

12.11 The GPO will comply with:

- Energy Policy and Conservation Act (42 U.S.C. section 6201 *et seq.*);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)

12.12 The GPO is subject to the provisions of 7 U.S.C. section 2209d due to the use of federal funds for operation of the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

12.13 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by Eckerd or the GPO. Eckerd and the GPO have full responsibility for ensuring the terms of the Contract are fulfilled.

- 12.14 **Piggybacking:** Eckerd may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative proposal agreements, when the awarded vendor will permit purchases by Eckerd at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. This process, commonly referred to as “piggybacking,” is not a method for procuring goods and services but is an option Eckerd may use in an effort to obtain the most economical prices for needed items. Piggybacking on a contract will not be approved by the FDACS if it will cause a substantive change to this solicitation.
- 12.15 To the fullest extent permitted by law, the GPO agrees to indemnify, defend, and hold harmless Eckerd and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the GPO, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the GPO or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the GPO herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the GPO’s employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- 12.13 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between Eckerd and GPO and may not be changed, extended orally, or altered by course of conduct.
- 12.14 **Assurances regarding Legal and Ethical Matters**
By signing this proposal, the offeror assures that:
- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,
 - (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
 - (3) the proposal submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB,
 - (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB,
 - (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,
 - (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal,

and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,

- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
 - (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
 - (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
 - (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
 - (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
 - (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
 - (13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the proposer to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina and Florida Conflict of Interest requirements.

**EXHIBIT A
SITE INFORMATION LIST
NATIONAL SCHOOL LUNCH PROGRAM**

Sponsor Name: Eckerd Youth Alternatives

Florida Sponsor Number 01-0112

North Carolina Agreement Number 1142

Site Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation
Floral City, FL	30	6-12	7	28
Candor, NC	40	6-12	7	32
Boomer, NC	40	6-12	7	32
Manson, NC	20	6-12	7	15
Yanceyville, NC (anticipated opening 7/1/23)	30	6-12	7	

**PROPOSAL Price Sheet
Request for Proposal and Contract
Nonprofit School Food Service**

This document contains a proposal solicitation for the furnishing of a Group Purchasing Organization (“GPO”), to provide comprehensive food purchasing services with improved pricing of foods that meet current USDA standards for the period beginning July 1, 2023, and ending June 30, 2028 (including all possible extensions hereto), and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the GPO and Eckerd Youth Alternatives. The GPO shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal solicitation/Contract.

Evaluation of Rebates, Discounts, and Credits: Offers will be evaluated on overall savings, its transparency, as well as its performance and success in negotiating and returning rebates, discounts, and credits received by proposers, other manufacturers and vendors, or companies related to products and services described in the solicitation and resulting awarded contract. The Offeror must respond to each concern. Provide dollar amount costs and potential savings. Responses may be provided as attachments, list attachment below if applicable:

Cost of providing proposed services _____

Potential savings _____

Name of GPO		
Street Address		
City	State	Zip Code

By submission of this proposal, the GPO certifies that, in the event the GPO receives an award under this solicitation, the GPO shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year renewal terms.

Authorized GPO Name	Title
Authorized GPO Signature	Date

ACCEPTANCE OF CONTRACT

Sponsor Number _____ School Food Authority (ECKERD YOUTH ALTERNATIVES)

Signature of Authorized ECKERD YOUTH ALTERNATIVES Representative _____ Title _____ Date _____

Florida Department of Agriculture and Consumer Services
Bureau of General Services
DRUG-FREE WORKPLACE PROGRAM
PROPOSER CERTIFICATION



IDENTICAL TIE PROPOSALS - 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 GPOs have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), 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.
- 5) 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 so convicted.
- 6) 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 requirements.

GPO'S SIGNATURE



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

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

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

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

Instructions for Certification

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

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

Date: _____

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

Date: _____

For _____
Name of Grantee

Title of Grant Program

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes, and says that:

PROPOSALDER is the

(Owner, Partner, Officer, Representative or Agent)

PROPOSALDER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSALDER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSALDER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSALDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSALDER or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires:

Certification for Compliance with the Jessica Lunsford Act

LUNSFORD ACT. The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS. The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on (name of SFA) property or at (name of SFA) events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. (Name of SFA) reserves the right to prohibit any individual employee of Vendor from providing services on (name of SFA) property or at Name of SFA) events if (Name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

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


GPO'S SIGNATURE

Iran Divestment Act Certification Form

Name of Counterparty: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature Date

Printed Name Title