



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 N. Pace Blvd.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

May 8, 2012

PURCHASING CONTACT & TELEPHONE:

Marguerite Van Nostrand, (850) 469-6209
mvannostrand@escambia.k12.fl.us

RFP TITLE:

Produce

RFP NUMBER:

123403

RFP OPENING DATE & TIME: **Tuesday, May 22, 2012, 1:30 PM, Central Standard Time**

NOTE: RFPS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the **School District's Purchasing Office at 75 N. Pace Blvd. Pensacola, Florida, 32505** by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY___)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA WILL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

This RFP is to establish a **cost plus fixed fee per carton/case** contract for the direct delivery of fresh produce to Escambia County School District Cafeterias. Pricing periods are established in this document and while cost for the fresh produce may vary from price period to price period, the fixed fee is to remain the same. "Cost" is defined as the vendor's actual cost (less rebates, discounts and allowances) for the produce delivered to their warehouse, including freight, verifiable by vendor's supplier invoice(s). Upon acceptance of your bid by the Escambia County School District, this document becomes the contract for these services.

II. GENERAL TERMS AND CONDITIONS.

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.

- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or

injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School

District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at "www.escambia.k12.fl.us/adminoff/finance/purchasing" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at "www.escambia.k12.fl.us/adminoff/finance/purchasing". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

III. SPECIAL CONDITIONS These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. DOCUMENTATION AND REQUIRED ENCLOSURES: All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.**

1. Department of Agriculture, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: This form (located in the back section of bid document) must be signed and returned with the bid. Failure to return this form will result in the bid not being accepted.
2. The entire bid document (pages 1 - 41) must be returned when bidding. Signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the vendor must initial the change(s). Any bid submitted with strike over or white out corrections that are not initialed will be rejected as a nonresponsive bid.
3. Copy of bidder's current business license.
4. Form P001, sample pricing sheet. Form P001 contained within this document.
5. Supplier Invoices for all products bid that reflects the product cost for the date of Test Sample Pricing sheet.
6. A minimum of two business references, preferably other School Districts must be submitted. See attached Form Number P002, contained within this document Please complete one form for each reference.
7. Vendor's value added service proposal. See Award Criteria, Section III, Item L, Number 3.
8. Spreadsheet sample form described in Section V, Item E, Number 5.
9. Spreadsheet sample form described in Section V, Item E, Number 6.
10. Vendor's Recall Policy. See Section IV, Item G, Number.

If all items listed above are not returned with your RFP package, your proposal will be rejected as non-responsive. Please sign below acknowledging this notification.

Name & Title

Company Name

Date

- B. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- C. **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this bid.
- D. **GRADES FOR FOOD:** Grades for foodstuffs are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item.
- E. **DELIVERY:** Delivery of all products to the individual schools for each school year will be on a scheduled basis, as ordered by each cafeteria manager. The exact time and place of delivery for each school cafeteria shall be resolved on an individual basis with deliveries usually in the early a.m. from 6:00 a.m. to 10:00 a.m. Bidder will be responsible for the freshness of all products when delivered and date stamped cartons will be utilized to further substantiate freshness.
- F. **INCOMPLETE BID INFORMATION:** Failure to submit a completed bid on an item prevents any consideration of your bid on that item. We must have MDW and/or yield when requested.
- G. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- H. **MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- I. **BID QUANTITIES:** Quantities indicated in this bid are estimates based on prior year usage. Actual purchases may vary from item to item and the School Districts cannot guarantee that items will be purchased exactly as indicated.
- J. **TERM OF AGREEMENT:** All prices, terms and conditions of this purchasing agreement will be in effect for the one year period beginning July 1, 2012 and ending June 30, 2013, with four renewal options available upon mutual consent of both parties. Any renewal option must be at the same pricing agreement and the same terms and conditions. If vendor does not wish to exercise a renewal option, notification must be made to the District, in writing, ninety days (90) prior to renewal date. **By signing this agreement you are agreeing to honor your bid price for the entire term of the agreement.**

- K. **VENDOR EXPERIENCE:** Bidders shall provide documentation of applicable license, certification, and/or commercial experience. The Escambia County School District reserves the right to request updated information or reverification of vendors license and documentation at any time during the contract period.
- L. **AWARD CRITERIA:** This award will be based on Quality, Service, Value Added Service, and Price.
1. **QUALITY.** All fresh fruits and vegetables shall be free from decay, well colored and possess characteristics normally associated with ECSD Quality and grade Standards of U.S. No. 1 or better. All packaging and packing will be in accordance with Good Commercial Practice.
 2. **SERVICE.** The vendor that receives an award under this solicitation shall treat each of the ordering facilities covered under the award period as one of their best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customer covered under this award period. All products shall be delivered to individual delivery points (unless otherwise noted). No substitutions will be accepted unless authorized by the District's Food Services Management Office.
 3. **VALUE ADDED SERVICE.** Indicate what type of Value Added Services (i.e. any service that will provide additional knowledge and assistance from the vendor to the customer that will help increase customer satisfaction, such as informational seminars, or materials) your company can provide to the District. Clearly detail your procedures and frequency of customer support/service visits you plan to each customer. This is to be submitted with your proposal.
 4. **TOTAL PRICE.** Total price is defined as the cost of the product (the cost vendor pays his supplier for the product, verifiable by vendor invoice review, plus a set distribution fee per case or pkg. The price of the product will hold for two weeks, Sunday through the second Saturday (Example: Sunday, August 19, 2012 – Saturday, September 1, 2013 will be the first pricing period for the 2012-2013 school year). The first day of school for students will be August 20, 2012. Cafeteria staff will be on-site prior to the 19th and may request the first delivery for August 17, 2012. The first price period should also cover Friday, August 17, 2012 to accommodate that one day.
 - a. Successful vendors may adjust product prices biweekly. The set distribution fee will be fixed throughout the contract term.
 - b. Successful vendors will be required to submit copies of their supplier invoices which reflect the exact price listed on the pricing sheet as the product cost.
 - c. Biweekly price lists are due to the District by Wednesday, 10:00 a.m. on the week prior to pricing period start date. A new list is required for each two week period whether there is a price change or not.
 - d. **Printed invoices from the vendor must match the quoted price on your pricing list for the period delivered. Prices are to be set by delivery date and not by order date. Both biweekly price sheets and printed invoices shall have prices broken down in the following manner per line item:** Product Cost + Distribution Fee = TOTAL COST.
 5. **PRICING SHEET.** The pricing sheet submitted with this solicitation is for the purpose of determining initial awards only. **For this sample sheet, use your product cost for the delivery date of Tuesday, May 8, 2012 (all invoices attached should be for that period and reflect the price listed on the form).** Biweekly pricing will be submitted by vendors after awards are made. The pricing sheet will include the District's item code number by each specific item. These numbers will be supplied by the District's Food Services Management Office. Items may be added or deleted throughout the contract period as availability allows, upon approval of the District's Foods Services Management Office. No additional products shall be added to the pricing and/or

delivery schedule without such approval. See form P001 contained within this document.

Bidders must attach a copy of their suppliers invoice for each item listed on form P001. All product prices listed must match vendor invoice price.

6. **VENDOR INVOICE REVIEW.** Approved vendors will be required to submit copies of their suppliers invoices for selected items for price verification. This review will be conducted on a bimonthly basis. Random selection of products to be reviewed will be selected by the Escambia County School District. Vendor will be sent a list via email from the ECSD's Purchasing Office of products requiring vendor invoice documentation. Vendor's product price for selected delivery dates should match supplier invoice price. Invoices should be returned within ten (10) business days of the email notification. Vendors submitting product prices that do not match supplier invoice (vendors actual cost for product) will be subject to disciplinary action from short term suspension to debarment, depending on severity and frequency of pricing difference.

7. **APPROVED VENDOR LIST.** The purpose of this bid is to develop a list of approved vendors for the delivery of produce to cafeterias in the Escambia County School District. Cafeteria managers may change vendors by giving the vendor thirty calendar days written notification if the cafeteria manager feels prices, product quality, or vendor service is not adequate and vendor has not meet expectations of cafeteria manager after it has been brought to their attention. However, change can be made by the District's Purchasing Office with twenty-four hours notice to the vendor if the change is due to failure on the vendor's part to meet any of the specific requirements listed in this RFP. Any change made with less then the thirty calendar day notice to the vendor must go through the Purchasing Department and adequate and complete documentation should be provided to the Purchasing Department, as Contract Administrator, giving full details of vendor default. Vendors will be assigned as follows:
 - a. Assignments will be made by the District's Food Services Management Office, after consultation with each cafeteria manager.
 - b. Vendors will be notified prior to school opening, after Board approval of award. Currently the Board meeting is scheduled for June 26, 2012, but this is subject to change. In any event notification will be made to vendor no later than Friday, July 6, 2012. The first day of school will be Monday, August 20, 2012. Tentative assignments can be requested from the Food Services Office at any time, with the vendor understanding that no award is official until after School Board approval.
 - c. It is the District's intention that these assignments remain firm for the entire year of the agreement unless a cafeteria wishes to exercise a change of vendor for reasons outlined earlier.

IV. SCOPE OF WORK OR SERVICES

- A. **PRODUCT QUALITY:** Product is to be U.S. grown and U.S. No. 1 grade or better. Vendor must have in place a system of tracking product from origin. 100% fill rate is required on all "in season" items. All prepack salads and like items must be brand name, with a minimum of 7days shelf life from day of delivery to school (example: if prepacks are delivered on Monday, date and product must be good through the following Monday). All prepack items must be delivered to the District at 34-38 degrees Fahrenheit. If this produce is not delivered at the proper temperature, vendor is required to redeliver the product the same day or early in the morning of the next school day, based on the customer's needs. This is mandatory and must be adhered to. In the event any of the items listed in this bid are not available domestically, the vendor shall submit complete information, including product origin with this bid.
- B. **PRODUCT AVAILABILITY:** If, for any reason item(s) ordered by a cafeteria cannot be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one day prior to scheduled delivery date and vendor should offer substitution options. All District cafeterias will have up to two days prior to delivery to add and/or cancel items.

- C. **REJECTION PROCEDURES:** The School District and Cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this bid. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for nonconforming produce.
- D. **VENDOR PERFORMANCE:** Vendor must maintain an acceptable level of performance throughout the term of the contract and are required to provide fresh produce in compliance with current ECSD Standards. Supplies transported in vehicles that are not sanitary and equipped to maintain prescribed temperatures may be rejected. The District reserves the right to inspect vendor vehicles and all operating plants and facilities. Whether the product meets current ECSD standards will be determined by the District Foods Services Management Office. Any vendor who is not able to perform the requirements of this agreement, or whose prices rise above an acceptable, competitive market range, or there is customer dissatisfaction, will not be given additional orders. Cafeterias may terminate agreement with vendor as follows:
1. If the vendor is in default of this contract agreement in any way, any cafeteria manager may submit a request to the District's Food Services Management Office for immediate termination of this agreement. The Purchasing Office of the Escambia County School District will review the issues in conjunction with District Food Services Management Office and may terminate the vendor's relationship with that cafeteria or with all District cafeterias depending on the severity of the default.
 2. Any cafeteria may change to another vendor, providing that vendor is an approved contract holder on this agreement, for any reason with a thirty calendar day written notice to the vendor and with written approval from the new vendor that he will be able to deliver to the new location.
- E. **ACT OF GOD:** Vendor shall have a plan for distribution of unused product in the event of an "Act of God," such as hurricane, etc. where the vendor would be expected to move as much ordered product as possible to its other customers in the event a school should have to be closed without notice. In the event the vendor's facilities being affected by an Act of God (i.e. hurricane, etc.) and the vendor cannot deliver when scheduled, vendor should notify the District's Food Services Central Office at the first available time so the District can make other arrangements for the effected period.
- F. **QUALITY CONTROL/RECALL:** Quality Control Reports are an internal tool used by school cafeteria managers to communicate to the Food Services Management Office regarding service, quality of product, contamination, and so forth. Quality Control Reports addressing contamination or any other urgent issues must be responded to immediately by the vendor, in writing. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within seven calendar days of notification.
- G. **FOOD SAFETY & RECALLS:** Ensuring the safety of the food supply is critical to ECSD manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:
1. Provide accurate and timely communication to ECSD regarding a food recall.
 2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 3. Streamline the process for reimbursement for recalled product.

4. A one page summary of each bidder's recall policy and procedures are to be submitted with this bid.

H. **LOCAL GROWN PRODUCT:** Vendors are encouraged to use locally grown product, providing that product meets the quality standards as detailed in this bid document.

I. **DELIVERY:** Deliveries shall be made twice weekly between 6:00 a.m. and 1:30 p.m., providing cafeteria staff are on duty. Access to District campus will be Monday through Friday, except school holidays, partial or unscheduled closing days. When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day or the prior school day. This does not preclude the vendor or the cafeteria manager from making periodic adjustment requests for convenience of either party, providing both parties are in agreement. Such changes should be rare and reasonable in nature. **Under no circumstances is product to be left unattended on a loading dock. All product must be delivered during a time when cafeteria staff is present. This also excludes leaving product with custodial or security staff.** Any request for change in delivery service or receiving personnel must be submitted in writing to the Escambia County Food Services Management Department.

V. **PRICE LIST, INVOICES, STATEMENTS AND PAYMENTS.** Invoices for the purchase of food and nonfood supplies made for schools are to be paid by the Food Services Central Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions.

A. **PRICE LIST:** Every two (2) weeks, the vendor shall email or fax a price list for the upcoming two (2) week period to the following three (3) departments: Food Service, Purchasing, and Food Service Accounting.

B. **CAFETERIA CODE NUMBER:** Each Invoice shall list School Cafeteria Code on it. A list of these code numbers is included in this document.

C. **DELIVERY DATES/PERIOD:** Each invoice shall indicate the delivery dates or two (2) week price period to which the invoice pertains.

D. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of item quoted on bid. Unit prices for items shall be recorded in the unit of measure presented in the attached list. All invoices shall be accurately extended.

E. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in quadruplicate; and all four (4) copies must be signed by the cafeteria manager or their authorized representative. The four copies will be distributed as follows and contain the following information:

1. Two (2) copies (original and one (1) carbon) left with manager at the time of delivery.
2. Two (2) copies returned to vendor.
3. School Code Numbers must appear on all invoices. A list of School Cafeterias with code number for each school is shown at the back of the bid. An updated list will be provided to successful bidders on award.
4. The vendor shall forward on a weekly basis signed invoices as per attached list of schools directly to the School Food Services Central Accounting Office. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statements only, providing that invoice numbers appear on each school cafeteria statement. Under Normal conditions, payment may be expected within ten (10) days after the invoices/statements are received in the Food Service Accounting Office.

5. The vendor shall provide on a weekly basis a spreadsheet or list summarizing the purchases for the week by item for all schools. The list shall contain the following information: item description, quantity (combined quantity for all schools), unit cost, and extended total. The total of this list shall agree with the total in the list in number 6 below. Vendor must submit a sample of this spreadsheet with the bid for ECSD approval. ECSD reserves the right to accept vendor's spreadsheet or provide the vendor with a format designed by the District.
6. The vendor shall provide on a weekly basis a spreadsheet or list summarizing the purchases by school for all items. The list shall contain the school's cost code, school name, invoice number(s), and the invoice amount. The total of this list shall agree with the total in the list in number 5 above. Vendor must submit a sample of this spreadsheet with the bid for ECSD approval. ECSD reserves the right to accept vendor's spreadsheet or provide the vendor with a format designed by the District.
7. If for any reason it is necessary to make a change on the delivery ticket (invoices), make an additional charge or credit memorandum, the following procedures should be followed:
 - a. All cancellations or merchandise returns must be recorded by the driver on all four (4) copies of the invoices or "pickup tickets" and these copies should be distributed as follows:
 - i. Two (2) copies left with manager at time of pickup.
 - ii. Two (2) copies returned to vendor.
 - iii. Use exactly the same procedure as stated above.
 - b. All credit memorandums necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately and supported by descriptive information.
8. Do not mail information to individual schools. Except for the school's two (2) copies of the invoices, all other information shall be mailed or emailed to the following:

Escambia County School District
Food Service Accounting Office
75 N. Pace Blvd.
Pensacola, FL 32505
dboland@escambia.k12.fl.us

VI. SPECIFICATIONS AND PRICING

Bidder shall list product distribution fee beside each product, and complete the sample bi-weekly pricing sheet located at the back of this document, Form P001, using their product cost (from supplier invoice) as if product had been delivered on Tuesday, May 8, 2012.

A. PRICING: Your bid is your product cost, plus your Distribution Fee for each item. You must list the Distribution fee in all 61 items below. If the fee is \$0.00 on any pack size, list that.

Item:	Qty:	Unit:	Description:	Distribution Fee:
1.	3,500	ea	<p>APPLE, GOLDEN (0550010): Apples, fresh, Golden Delicious, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher, 125-138 case count.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
2.	3,500	ea	<p>APPLE, RED (0550010): Apples, fresh, Red Delicious, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher. 125-138 case count.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
3.	3,000	ea	<p>APPLE, GRANNY SMITH (055010): Apples, fresh, tart green apple, U.S. No. 1 or higher, minimum 125-138 count.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
4.	7,700	cs	<p>BANANAS (0550150): Bananas, fresh, more yellow than green or green tips. 100 – 120 per carton.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
5.	2,000	pt	<p>BLUEBERRIES (0550160): Blueberries, fresh, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
6.	4,000	lb	<p>BROCCOLI FLORETS (0560010): Broccoli florets, fresh cut, prepared from U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
7.	725	lb	<p>CABBAGE, GREEN (0560020): Cabbage, fresh, green variety, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
8.	725	lb	<p>CABBAGE, RED (0560030): Cabbage, fresh, red variety, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
9.	7,100	ea	<p>CANTALOUPE (0550200): Cantaloupe, fresh, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
10.	1,100	lb	<p>CARROTS, JUMBO (0560110): Carrots, fresh, U.S. No. 1 or higher, medium to jumbo size.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
11.	2,000	lb	<p>CARROTS, BABY Baby carrots, fresh, U.S. # 1 or higher, peeled, washed and trimmed, ready to eat, gas permeable packaging, sulfite free, code-dated. 100/ 2oz pouches.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
12.	2,000	lb	<p>CARROT, STICKS (0560110): Carrot sticks, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
13.	1,050	lb	<p>CAULIFLOWER, FLORET (0560120): Cauliflower, floret, fresh-cut, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
14.	1,090	lb	CELERY (0560200): Celery stalks, fresh, U.S. No. 1 or higher, bunch, sleeve pack, 16" stalks. Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
15.	250	lb	CELERY, CHOPPED (0560590): Celery chopped, 5 lb. vacuum-packed bag, U.S. # 1 grade. Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
16.	1,775	lb	CELERY, STICKS (0560200) Celery sticks, fresh, U.S. No. 1 or higher, gas permeable packaging, code-dated. Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
17.	100	lb	CHERRIES Cherries to be packed to U.S. Grade #1 standard; 11-lb. carton Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size

Item:	Qty:	Unit:	Description:	Distribution Fee:
18.	100	lb	CHIVES (0560520): Fresh chopped Chives Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
19.	50	lb	CILANTRO (0560570): Cilantro, 5 count Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
20.	400	lb	COLLARD GREENS Fresh collards, chopped, washed and bagged. US # 1 Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
21.	1,100	lb	COLESLAW MIX (0560020): Coleslaw mix, fresh cut, shredded or chopped, uniformly cut 1/8-1/4 inch, separate bags for carrots and cabbage, gas permeable packaging, code-dated. Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size

Item:	Qty:	Unit:	Description:	Distribution Fee:
22.	4,750	lb	<p>CUCUMBERS (0560300): Cucumbers, fresh, select, U. S. No. 1 or higher case.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
23.	50	jars	<p>GARLIC (0560620): Garlic, fresh, minced and peeled.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
24.	750	lb	<p>GRAPES, RED (0550250): Grapes, fresh, red seedless, U. S. No. 1 table or higher, domestic.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
25.	1,200	lb	<p>GRAPES, GREEN (0550250): Grapes, fresh, green seedless, U. S. No. 1 or higher, domestic.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
26.	500	lb	<p>GREEN BEANS Fresh, cut green beans US # 1, cuts between ¾ inch and 2 ¾ inch, 7.5 lb. bag</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
27.	500	ea	<p>HONEYDEW MELON (0550200): Honeydew melon, fresh, U.S. No. 1. 30 lb. carton/4-5/carton.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case /Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
28.	500	lb	<p>KIWI FRUIT (0550100): Kiwi Fruit, fresh, U.S. No. 1, domestic preferred, packed in single layer flats or volume fill.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case /Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
29.	1,500	ea	<p>LEMONS (0550300): Lemons, fresh, U.S. choice or higher, standard size.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
30.	4,300	lb	<p>LETTUCE, ROMAINE (0560400): Lettuce, Romaine, fresh, head, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
31.	5,287	lb	<p>LETTUCE, SHREDDED or CHOPPED (0560400): Lettuce, Iceberg, fresh cut, shredded or chopped, 1/4" slice, gas permeable packaging and vacuum packed, date-coded.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
32.	2,500	lb	<p>LETTUCE, ROMAINE, MIX (0560410): Lettuce, Iceberg, Romaine Blend, fresh cut: product to be made with uniformly cut bite sized pieces of iceberg lettuce and romaine lettuce; sulfite free; packaged in gas permeable package, code dated; 5 lb. bag. Should be a 50/50 blend.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
33.	50	ea	<p>MANGO Mango, golden yellow with red blush over shoulder areas; none with >40% of visible surface with light Green color, no chimeral variants (discolored lines) with >1 line of green, not >2mm wide or 5 cm long; not sunken or raised. Flesh should be golden yellow. Mango should be firm, yields slightly to finger pressure; smooth skin; sweet, with some acid; pleasant aroma, no unpleasant aroma, no unpleasant odors/flavor.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	
34.	450	lb	<p>MUSHROOMS (0560440): Mushrooms, fresh, medium to large size.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
35.	600	lb	<p>ONIONS, GREEN (0560550): Fresh or Iceless, green onion bunch, U.S. No. 1, small or medium.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
36.	925	lb	<p>ONIONS, RED (0560550): Onions, dry, fresh, red variety, U.S. No. 1, medium or larger.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
37.	1,850	lb	<p>ONIONS, YELLOW (0560550): Onions, dry, fresh, yellow variety, U.S. No. 1, medium to jumbo size.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
38.	100	lb	<p>ONIONS, YELLOW, DICED (0560560): Onions, Yellow, large, U.S. # 1, diced.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
39.	100	lb	<p>ONIONS, YELLOW, SLICED (0560520): Onions, fresh, yellow, sliced ¼ " thick, U.S. no. 1, from medium to jumbo size onions.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
40.	1,650	ea	<p>ORANGES (0550400): Oranges, fresh, Naval or Temple Valencia varieties, U.S. No. 1 or higher, Eastern Oranges, minimum 100, maximum 125 count.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
41.	1,650	ea	<p>PEARS (0550460) Pears to be packed to U.S. #1 Grade standard; any summer or winter variety except Keiffer; 110 count.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
42.	1,150	ea	<p>PEPPERS, RED (0560640): Peppers, fresh, red variety, U.S. No. 1 or higher, medium to large size.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
43.	2,575	ea	<p>PEPPERS, GREEN (0560640): Peppers, fresh, green variety, U.S. No. 1 or higher, medium to large size.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
44.	700	lb	<p>PEPPERS, CHOPPED (050590) Peppers, fresh, chopped, green variety, U.S. #1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
45.	1,650	cs	<p>PLUMS (0550470) Plum should be purple/black in color. Color must exceed 90% of surface. Flesh color must be amber, firm, not hard. Good sugar to acid ratio. Juicy with good flavor (sweet aromatic flesh) for variety. Free from foreign and 'off' smells or tastes. Minimum 50mm diameter, maximum variance 5 mm, 28 lb. loose pack carton when domestic available, other times, 18 lb. tray pack import.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
46.	50	ea	<p>PINEAPPLE Pineapple, greenish yellow to golden yellow skin; pale yellow to golden yellow flesh. Skin should be thick, rough skin covered with a hexagonal pattern of nodules; thick, blue-green bunch of cactus like leaves at top, central tough core. Pineapple should be sweet, firm, juicy flesh; strong sweet aroma, texture not chalky or fibrous. Cylindrical, opine-cone shape that is 10-15 cm diameter, 20-30 cm height. Fruit color.1/3 yellow-orange, not full dark green (immature).</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	
47.	950	lb	<p>POTATOES, NEW RED (0560700): Potatoes, Red, fresh, New Red Bliss variety, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
48.	1,000	lb	<p>POTATOES, RUSSET (0560700): Potato, white, fresh, Russet variety, U.S. No. 1 or higher.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
49.	2,075	lb	POTATOES, SWEET (0560460): Potato, sweet, fresh, U.S. No. 1, small to medium size. Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
50.	500	lb	POTATOES, SWEET, STICKS Sweet potato sticks, fresh, cut into sticks, minimal skin, 5 lb. bag. Sweet potato sticks should be bright orange with a firm, crisp, dry flesh texture and be free from foreign and 'off' smells or tastes. Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size
51.	1,050	oz	RADISHES, CELLO (0560800): Radishes, fresh, red, cello pack, U.S. no. 1. Purchase Unit: _____ Minimum Pack Size Available: _____ Case/Pack Size: _____ _____ Brand/Number Offered Comments: _____	_____ Distribution Fee for Minimum Pack Size _____ Distribution Fee for Case Pack Size

Item:	Qty:	Unit:	Description:	Distribution Fee:
52.	25	lb	<p>SNOW PEAS Snow peas should be brilliant, green pods. They should be bright bloom, flat pods with minor seed development. The crisp pods should snap easily when bent and have a sweet flavor with no foreign odors or taints. They should be wide, flat pods, straight or slightly curved, tapered at a calyx and stem end. Minimum pod length 70 mm with a maximum pod length of 120 mm; minimum pod with 20mm with a maximum pod width of 30 mm; stems trimmed to <15 mm length. Pod should not be fibrous or dry (over mature).</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	
53.	32,050	lb	<p>SPINACH, CELLO (0560430): Spinach, fresh, cello packed, stemmed and washed, code-dated.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
54.	800	lb	<p>SPRING MIX (0560400): Spring Mix, fresh, gas permeable packaging, date-coded, packaged.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
55.	1,000	lb	<p>SQUASH, YELLOW (0560850): Squash, Summer, Crook Neck, fresh, U.S. No. 2 or higher, medium to large size.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
56.	2,050	pt	<p>STRAWBERRIES (0550500): Strawberries, fresh, U.S. No. 1.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
57.	4,500	lb	<p>TOMATOES (0560900): Tomatoes, fresh, U.S. No. 1, vine ripened, medium to large size, (light red to red). 6 x 6, loose pack.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
58.	1,000	lb	<p>TOMATOES, CHERRY (0560900): Tomatoes, Cherry, fresh, U.S. No. 1, ripeness stage 5 – 6 (light red to red).</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
59.	1,600	lb	<p>TOMATOES, GRAPE (0560900): Tomatoes, Grape, fresh, U.S. No. 1, ripeness stage 5 to 6 (light red to red).</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
60.	41	lb	<p>TOMATOES, WEDGE CUT (0560710): Tomato wedge, 8 cut from well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
61.	4,650	ea	<p>WATERMELON, SEEDLESS (0550550): Watermelon, fresh, whole, U.S. No. 1 or higher, seedless.</p> <p>Purchase Unit: _____ Minimum Pack Size Available: _____</p> <p>Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

B. SAMPLE PRICING SHEET: Form P001, should be completed using bidder's product cost , from supplier invoice(s) as if product had been delivered on Tuesday, May 8, 2012. Copies of all invoices must be included with the bid. Please type this form. You can obtain a larger copy of this form by email or fax by contacting the Purchasing Agent, listed on the front of this document, Marguerite Van Nostrand. Complete two (2) of the Form P001's. One using Distribution Fee for Minimum Pack Size and the Second using Case Distribution Price.

FORM P001

Vendor Name: _____ Pricing Period: _(***)_ _____

Vendor Contact Name: _____ Vendor Phone Number: _____

***** For purposes of Award Review use your prices for Tuesday, May 8, 2012.**

Complete this Pricing Sample Sheet using pricing and Distribution Fee for FULL CASE Delivery.

Description	District I.D. No.	Vendor Pack	Vendor Stock No.	Product Cost	Distribution Fee	Total Cost
Apple, Golden	0550010					
Apple, Red	0550010					
Apple, Granny Smith	055010					
Bananas	0550150					
Blueberries	0550160					
Broccoli Florets	0560010					
Cabbage, Green	0560020					
Cabbage, Red	0560030					
Cantaloupe	0550200					
Carrots, Jumbo	0560110					
Carrots, Baby						
Carrot, Sticks	0560110					
Cauliflower, Floret	0560120					
Celery	0560200					
Celery, Chopped	0560590					
Celery, Sticks	0560200					
Cherries						
Chives	0560520					
Cilantro	0560570					
Collard Greens						
Coleslaw Mix	0560020					
Cucumbers	0560300					
Garlic	0560620					
Grapes, Red	0550250					
Grapes, Green	0550250					
Green Beans						
Honeydew Melon	0550200					
Kiwi Fruit	0550100					
Lemons	0550300					
Lettuce, Romaine	0560400					
Lettuce, Shredded or Chopped	0560400					
Lettuce, Romaine, Mix	0560410					
Mango						
Mushrooms	0560440					
Onions, Green	0560550					
Onions, Red	0560550					
Onions, Yellow	0560550					
Onions, Yellow, Diced	0560560					
Onions, Yellow, Sliced	0560520					
Oranges	0550400					
Pears	0550460					

Description	District I.D. No.	Vendor Pack	Vendor Stock No.	Product Cost	Distribution Fee	Total Cost
Peppers, Red	0560640					
Peppers, Green	0560640					
Peppers, Chopped	050590					
Plums	0550470					
Pineapple						
Potatoes, New Red	0560700					
Potatoes, Russet	0560700					
Potatoes, Sweet	0560460					
Potatoes, Sweet, Sticks						
Radishes, Cello	0560800					
Snow Peas						
Spinach, Cello	0560430					
Spring Mix	0560400					
Squash, Yellow	0560850					
Strawberries	0550500					
Tomatoes	0560900					
Tomatoes, Cherry	0560900					
Tomatoes, Grape	0560900					
Tomatoes, Wedge Cut	0560710					
Watermelon, Seedless	0550550					

FORM P001

Vendor Name: _____ Pricing Period: _(***)_ _____

Vendor Contact Name: _____ Vendor Phone Number: _____

***** For purposes of Award Review use your prices for Tuesday, May 8, 2012.**

Complete this Pricing Sample Sheet using pricing and Distribution Fee for MINIMUM DELIVERY PACK SIZE.

Description	District I.D. No.	Vendor Pack	Vendor Stock No.	Product Cost	Distribution Fee	Total Cost
Apple, Golden	0550010					
Apple, Red	0550010					
Apple, Granny Smith	055010					
Bananas	0550150					
Blueberries	0550160					
Broccoli Florets	0560010					
Cabbage, Green	0560020					
Cabbage, Red	0560030					
Cantaloupe	0550200					
Carrots, Jumbo	0560110					
Carrots, Baby						
Carrot, Sticks	0560110					
Cauliflower, Floret	0560120					
Celery	0560200					
Celery, Chopped	0560590					
Celery, Sticks	0560200					
Cherries						
Chives	0560520					
Cilantro	0560570					
Collard Greens						
Coleslaw Mix	0560020					
Cucumbers	0560300					
Garlic	0560620					
Grapes, Red	0550250					
Grapes, Green	0550250					
Green Beans						
Honeydew Melon	0550200					
Kiwi Fruit	0550100					
Lemons	0550300					
Lettuce, Romaine	0560400					
Lettuce, Shredded or Chopped	0560400					
Lettuce, Romaine, Mix	0560410					
Mango						
Mushrooms	0560440					
Onions, Green	0560550					
Onions, Red	0560550					
Onions, Yellow	0560550					
Onions, Yellow, Diced	0560560					
Onions, Yellow, Sliced	0560520					
Oranges	0550400					
Pears	0550460					

Description	District I.D. No.	Vendor Pack	Vendor Stock No.	Product Cost	Distribution Fee	Total Cost
Peppers, Red	0560640					
Peppers, Green	0560640					
Peppers, Chopped	050590					
Plums	0550470					
Pineapple						
Potatoes, New Red	0560700					
Potatoes, Russet	0560700					
Potatoes, Sweet	0560460					
Potatoes, Sweet, Sticks						
Radishes, Cello	0560800					
Snow Peas						
Spinach, Cello	0560430					
Spring Mix	0560400					
Squash, Yellow	0560850					
Strawberries	0550500					
Tomatoes	0560900					
Tomatoes, Cherry	0560900					
Tomatoes, Grape	0560900					
Tomatoes, Wedge Cut	0560710					
Watermelon, Seedless	0550550					

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, 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 RFP 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 bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 the RFP 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, the employees 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.

Vendor's Signature _____

U.S. Department of Agriculture

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Required for Lower Tier Covered Transactions Over \$100,000 per Bid, Contract or for Requests for Proposals

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 7 CFR Part 3017, Section 3017.510, participants responsibilities. The regulations were published as Part IV of the January 30, 1980, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture with which this transaction originated.

Before Completing Certification, Read Instructions On The Following Page

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

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.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

Form AD-1048 (1/92)

Instructions for Certification

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

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

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this form that it will included 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.

A participant in a covered transaction may relay upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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.

FORM P-002
Reference Release Form

I _____
(Name/ Title) (Name Of Company)
give Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT, the School District may be used as your reference.

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that:
- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Vendor's Authorized Representative

Date

Title

In accepting this offer, the National School Lunch Program Sponsor certifies that the Sponsor's officers, employees or agents have not taken any action, which may have jeopardized the independence of the Vendor's offer to which this document is attached and referred to above.

Signature of Authorized Sponsor Representative

Date

I state that _____
(Name of my Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the Escambia County School District in awarding the contract(s) for which this RFP/bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Escambia County School District of the true facts relating to submission of RFP/bids for this contract.

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20__

NOTARY PUBLIC

My commission expires: _____