



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 N. PACE BLVD.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:

September 18, 2012

PURCHASING CONTACT & TELEPHONE:

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

RFP TITLE:

Miscellaneous Food Items II

RFP NUMBER:

130603

RFP OPENING DATE & TIME: **Wednesday, September 26, 2012, 10:00 AM, Central Standard Time**

NOTE: PROPOSALS 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 Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.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 RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA WILL RESULT IN A DETERMINATION THAT THE RFP IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

This solicitation is for the purchase of miscellaneous food items for school cafeterias, as detailed in the Specifications and Pricing Section of this RFP, for the period beginning November 1, 2012 and ending July 31, 2013. Prices, terms, and conditions of this agreement cover all purchases for the products listed in this document for the entire term of this agreement. The quantities and delivery dates listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated dates and quantities. However, the District reserves the right to adjust shipment dates, reduce the number of shipments and/or purchase additional quantities at the RFP price at any time during the RFP period. By signing this document you are agreeing to honor your proposal's price for the entire term of the agreement.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you bid a product that is not preapproved in this RFP, you must send a sample for review by Friday, September 21, 2012, 11:30 AM, CST. Failure to send a sample and required documentation when offering an alternate will result in your proposal being determined as "non-responsive" for that item. Samples should be clearly labeled "SAMPLE FOR RFP NUMBER 130603." If you plan to send samples, contact the Escambia County School District Purchasing Office by email mvannostrand@escambia.k12.fl.us or by fax at (850) 469-6271. A form will be sent to you via email or fax. This form must be completed prior to samples being sent. The location to ship the samples will be listed on the form.

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 an RFP 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 RFPs 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 RFP, 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 RFP 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 RFP 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 RFP. 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 <http://old.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 <http://old.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 RFP 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. USDA (United States Department of Agriculture), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. This form (located in the back section of RFP document) must be signed and returned with the RFP.
 2. **The entire RFP document (pages 1 – 59) 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 change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.

3. Product specification sheet or certifications must be attached if requested for item in the Specifications and Pricing Section and/or if offering alternate items.
 4. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002, contained within this document.
 5. USDA Certificate of Independent Price Determination. This form (located in the back section of RFP document) must be signed and returned with the RFP.
 6. Non-Collusion Affidavit. This form (located in the back section of RFP document) must be signed and returned with the RFP.
- 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.
- 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. **PROCESSING AND DELIVERY CONDITIONS:** All products must be:
1. Processed in a USDA continuously inspected and approved plant.
 2. All proposals submitted for fruits and vegetables are to be from the current growing season unless otherwise indicated in the RFP document. If prior growing season's product is bid, vendor must state pack date along with the price submitted.

3. All products delivered shall have been processed and packed in accordance with good commercial practices. All meat items in this RFP must be inspected and passed by the U.S. Department of Agriculture Meat Inspection Division.
 4. If a product that has been approved is found to be unacceptable when used in schools, the School Board reserves the right to remove product from our approved list.
 5. All cases and cans shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of at least eight (8) to twelve (12) months.
 6. The supplier guarantees products against swells for a period of eight (8) months after delivery.
 7. Unless specifications state otherwise, all cans shall be filled - slack cans are not acceptable.
- F. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this RFP are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label.
- G. **INCOMPLETE RFP INFORMATION:** Failure to submit complete information on an item prevents any consideration of your proposal on that item. We must have Minimum Drained Weight (MDW) and/or yield when requested.
- H. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- I. **MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- J. **RFP QUANTITIES:** Quantities indicated and delivery dates in this RFP are estimates based on prior usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- K. **TERM OF AGREEMENT:** All prices, terms and conditions of this purchasing agreement will be in effect from November 1, 2012 through July 31, 2013.
- L. **EVALUATION CRITERIA:** Evaluation of proposals by the Evaluation Committee (consisting of representatives of the District's Food Services Department and Purchasing Department) will be made to ascertain which proposer best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award will be made on the following criteria:
1. Line Item by Low Price: Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list and product is not tied to a minimum requirement or lot award. Products are approved prior to posting of RFP and are listed in the Specifications and Pricing Section (Section VIII) for each item.
 2. All Line Items not included in Item 1 above:
 - a. Bidder provided sample to District for testing. (25 Points Maximum)
 - b. Product tested in approved District taste testing. (20 Points Maximum)
 - c. Product is low price for line item. (50 Points Maximum)
 - d. National Recognition of Product. (5 Points Maximum)

3. Minimum Order Requirements or Award by Lots: Aggregate low price for all line items in the lot (i.e. all cereal would be one lot) will be awarded to one vendor.

M. **DISTRICT TASTE TEST**: A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in district menu development. The students will participate in a blind taste test and are given a score sheet to rate each item as acceptable or unacceptable. The test results are tallied and each item is given an approved or unapproved status based on a substantial majority vote. If an item will be used exclusively for a la carte sales, there is an additional question on the score sheet which asks if a student would pay a specified amount for the product. In some instances, new products are tested on the reimbursable meal line and approval is based on verbal student feedback and/or sales.

IV. PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS

A. **ALTERNATE PACKAGING**: Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering different kinds and sizes of containers and/or number of units in a shipping case.

1. Any alternate packaging offered must be substantially equivalent **and listed as an alternate proposal**.
2. Changes in packaging and packing offered by the bidder must be clearly indicated in their proposal and will be given consideration to the extent deemed consistent with the best interests of the schools.

B. **EXTERIOR LABELING**: The net product content will be displayed on the exterior of all shipping containers of all products delivered.

C. **LOT IDENTIFICATION**: All lots shall bear the correct commercial label that conforms to the brand being bid.

D. **BRAND/TRADE NAME**: Vendor shall indicate in their proposal the brand or trade name by which the product offered is identified. All labeling must conform to FDA and USDA labeling regulations for institutional foods.

E. **BRAND/PACKER IDENTIFICATION**: In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in his proposal, unless otherwise specifically approved and authorized.

F. **SHIPPING CONTAINERS OVER 25 POUNDS**: Marking of shipping containers packed to more than 25 pounds net weight:

1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.

2. The markings shall be located in the following sequence on one end of the container:
 - a. Upper left hand area. The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.
 - b. Upper right hand area. The date of initial certification by the USDA meat grader (month, day, and year). Lot number and box number when product is designated by lot, the numerical entry may be applied with a felt-tip pen, crayon, or pencil.
 - c. Lower left hand area. The applicable grade or selection (U.S. Prime, U.S. Choice, etc.), and Purchase Order (P.O.) Number.
 - d. Lower right hand area. The net weight of product (the numerical entry may be applied with a felt-tip pen, crayon, or pencil).

V. ORDER PLACEMENT AND DELIVERY PROCEDURES

A. **ORDERING PROCEDURES:** No direct ordering of food items by individual cafeterias is permitted. All orders for the items in this RFP will be issued to the vendor from the Purchasing Office of the School District of Escambia County. **This also applies to any additions, deletions, or other alterations to existing orders.**

B. SHIPPING/RECEIVING REQUIREMENTS:

1. **ALL MERCHANDISE OF 50 CASE LOTS OR MORE WILL COME PALLETIZED ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 45" FROM BOTTOM OF PALLET TO TOP OF STACK. SLIP SHEET PACKING WILL ALSO BE ACCEPTED.** Products requiring stacking over 45" high for shipping purposes must have an additional slip sheet placed at the 45" level to facilitate down stacking and storage of product being delivered to Warehouse.
2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least 24 hours in advance by contacting District Warehouse personnel at (850) 469-5321 or (850) 459-5623.

Delivery times for frozen/refrigerated food items are as follows:

Mondays	8:30 am – 1:30 pm Central Time
Tuesdays-Fridays	7:30 am – 1:30 pm Central Time

Delivery times for all other commodities:

Mondays – Fridays	7:30 am – 2:00 pm Central Time
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3. Delivery must be made directly to the school system's warehouse located at 51 East Texar Drive, Pensacola, Florida 32503, as designated on purchase order.

C. **IMPS CERTIFICATION:** Any product bid to be supplied under IMPS (Institutional Meat Purchase Specifications) Certification with grade certificate will have a carton net weight examination. **NOTE:** Scales shall be certified in accordance with Meat Grading and Certification Branch Instructions.

D. **DESTINATION INSPECTION:** Final acceptance of all products will be by the consignee at the point of delivery. Consignee shall reject:

1. Products that are not identified with the appropriate "USDA Accepted as Specified" stamp.

2. Products that are appropriately identified with that stamp but which have other obvious, major deviations from specification requirements. Products certified by the USDA but which, in the opinion of the consignee, have deviations from the specification requirements which do not materially affect the usability of the product, may be tentatively accepted subject to verification of such deviations by local USDA meat grading personnel. All deviations from the specifications noted at the point of delivery must be reported promptly to local USDA meat grading personnel who are instructed to investigate all such reports without a delay.
- E. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Contractors shall assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haccp (Hazard Analysis Critical Control Points) regulations. At destinations all products shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.
 - F. **DELIVERY EQUIPMENT (FROZEN FOOD):** The successful vendor and/or his delivering carrier will utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38°F will be maintained for cooler (non-frozen) products and 0°F or below for frozen food items. **This must be evident upon its arrival at our warehouse. All frozen food items must arrive in a hard frozen state.**
 - G. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION:** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the Warehouse Manager, the Food Services Staff, the local Health Department, or USDA Health Inspector, been for any reason rendered unfit for human consumption, will be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and or shows signs of thawing and re-freezing would fall in the above category.

VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases of food and all non-food supplies made for the District's Food Service Program will be paid by the Food Service Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions since delivery of product to our central warehouse may be made several ways, invoicing should be handled as follows:

- A. **DELIVERIES MADE BY VENDOR'S OWN CONVEYANCE:** When deliveries are made via the bidder's own conveyance, delivery receipts or packing slips should accompany the merchandise to the warehouse. An original and two (2) copies will be provided the Warehouse Manager (or his authorized representative) who will sign all copies if the shipment is complete and in good order. The Warehouse Manager will retain the original and one (1) copy and provide the vendor with a signed third copy. Should there be any discrepancy, damaged goods, incorrect product, shortages, etc., the vendor's driver will contact his company for permission to correct the delivery receipt or packing slip on the spot, and all discrepancies shall be noted on delivery receipt or packing slip.
- B. **DELIVERIES MADE VIA COMMON CARRIER OR TRUCK:** When the deliveries are made via common carrier or truck, delivery receipts or packing slips must accompany or precede the actual delivery of product to the warehouse manager via the U.S. Mail. In case any product is received with in transit damage, our warehouse manager will have an exception made on the common carrier freight bill and/or delivery receipt regarding the extent of damaged product and forward you a copy of said freight bill or delivery receipt so you may file claim, including refusal of delivery on damaged goods. Our Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc. Barring delays due to unresolved discrepancies, you may expect to receive payment for products within ten (10) days of our receipt of your invoice.

- C. **INVOICE SUBMISSION:** Invoices must be submitted in triplicate (original and 2 copies). All invoices, copies of delivery receipts and statements are to be mailed to:

School District of Escambia County
Food Service Accounting - Rm 211
75 N. Pace Blvd.
Pensacola, FL 32505

- D. **CERTIFICATIONS:** The supplier is required to certify on each invoice that fresh or frozen domestic beef or pork meets all standards and inspection requirements of Florida Statutes.

- E. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detail specifications.

VII. COMMODITY EXCHANGE AGREEMENT

- A. **COMMODITY EXCHANGE ITEMS:** There may be items designated in the product specifications as Commodity Exchange items whereby approved processors have contracted with the United States Department of Agriculture to receive certain commodity foodstuffs. In these instances the vendor will provide the School Board with any necessary documents required by USDA to substantiate delivered quantities of each item and to negotiate with said processors and to pass the savings accruing from the donated foodstuffs along to the School Board.
- B. **PROCESSOR AGREEMENT:** If bidding under these conditions, an agreement signed by the processor must be submitted in triplicate as part of this solicitation. Attached to the agreement (or submitted separately if an agreement is already in force) shall be a price schedule listing the item, pack, dollar value of the commodity allowance and the net price to the School Board.
1. A subsequent price adjustment may be made in accordance with state contract stipulation, provided the School Board receives thirty (30) days advanced notice and receives a new price schedule as described above.
 2. Invoicing of commodity exchange agreement items will be at the exchange price.
 3. If awarded the item(s), the School Board shall then sign the agreement which will be effective for the life of this solicitation.

VIII. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (can/box/package/pail) size and the number of portions or containers per case. If the number of containers per case is one (1), then state one (1) in the appropriate box. This information must be filled out even if packaging exactly matches the specifications. See Section III, F for policy on imported products. Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirement.

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
1.	3000	cs	<p>CHICKEN, 8 PIECE BREADED (0516550) Fully cooked, marinated breaded 8 piece chicken parts. Product should be ovenable, zero trans fat; each breast or thigh, drumstick and wing combination must provide 2 meat/meat alternates per the Child Nutrition Program. Product should be packed approximately 35 lbs/case</p> <p>Approved Brands: Goldkist #7810</p> <p>Estimated Quantities & Delivery Dates: 750 cases to be delivered November, 2012 750 cases to be delivered January, 2013 750 cases to be delivered February, 2013 750 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
2.	1600	cs	<p>CHICKEN, 8 PIECE ROASTED (0516540) Fully cooked, marinated, roasted 8 piece chicken parts. Product should be ovenable, zero trans fat. Each breast or thigh, drumstick and wing combination must provide 2 meat/meat alternates per the Child Nutrition Program. Product should be packed approximately 35 lbs/case</p> <p>Approved Brands: Goldkist #8820</p> <p>Estimated Quantities & Delivery Dates: 400 cases to be delivered November, 2012 400 cases to be delivered January, 2013 400 cases to be delivered February, 2013 400 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
3.	450	cs	<p>TURKEY BREAST, CRACKED PEPPER (0517500) Frozen, fully cooked deli style, cracked pepper seasoned turkey breast, vacuum packed.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 150 cases to be delivered November, 2012 150 cases to be delivered January, 2013 150 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
4.	200	cs	<p>CHICKEN BREAST FILET, DILL FLAVORED (0517510) Fully cooked, 3.5 – 4 oz. whole muscle chicken breast filet; lightly breaded with dill flavoring. Each case should provide kid appropriate graphic foil bags, heat and serve preparation. Product should be packed approximately 10 lbs/case</p> <p>Approved Brands: Proview #60215</p> <p>Estimated Quantities & Delivery Dates: 200 cases to be delivered November, 2012</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
5.	900	cs	<p>TURKEY BREAST, SMOKED (0517520) Frozen fully cooked deli-style smoked turkey breast, vacuum packed,</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 300 cases to be delivered November, 2012 300 cases to be delivered January, 2013 300 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
6.	200	cs	<p>HAM, FROZEN (0516240) Ham, water added, cured, boneless, fully cooked, and sliced 97% fat free.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered January, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
7.	200	cs	<p>BEEF PHILLY STEAK (0517530) Fully cooked, seasoned beef "philly" steak, packed in poly bags, each serving by weight must provide 2 meat/meat alternates per the Child Nutrition Program and contain 0 trans fat.</p> <p>Approved Brands: JTM</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered January, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
8.	200	cs	<p>BACON, TURKEY (0517540) Refrigerated, turkey bacon 60% less fat and sodium than pork bacon, resealable package. Approximately 12 oz. per package.</p> <p>Approved Brands: Jennie-O #8700</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
9.	200	cs	<p>ROAST BEEF (0515200) USDA grade choice beef, sliced, fully cooked, deli style roast beef. Contains no finely textured beef.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
10.	250	cs	<p>SWISS CHEESE (0517550) Cheese made from pasteurized Grade A milk, and cheese cultures, has been aged for minimum of 60 days, maximum 41% moisture, each slice ½ - ¾ ounces.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 125 cases to be delivered November, 2012 125 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
11.	250	cs	<p>PROVOLONE CHEESE (0517560) Cheese made from cultured pasteurized milk, light, creamy color, maximum 45% moisture.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 125 cases to be delivered November, 2012 125 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
12.	100	cs	<p>SYRUP, SUGAR FREE Sugar free pancake and waffle syrup packed in 1 oz. portion cups, made from 100% real maple syrup.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
13.	200	cs	<p>PAN/FOOD SPRAY (0502100) Canola oil based food release spray. Can not contain water or alcohol. Prefer butter flavored.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
14.	300	cs	<p>MACARONI AND CHEESE (0502140) Reduced fat macaroni and cheese made with whole grain macaroni noodles and pasteurized processed cheese. Each serving must provide 2 meat/meat alternates and 1 bread grain per the Child Nutrition Program and contain 0 trans fat.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered January, 2013 100 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
15.	900	cs	<p>CHEESE SAUCE, CHEDDAR (0508000) Reduced fat cheddar sauce made from pasteurized milk, cheese mixture, each approximately 2 oz. serving by weight provides 1 meat alternate per the Child Nutrition Program and contain 0 trans fat.</p> <p>Approved Brands: JTM # CP5705 Land O'Lakes # 39940</p> <p>Estimated Quantities & Delivery Dates: 300 cases to be delivered November, 2012 300 cases to be delivered January, 2013 300 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
16.	900	cs	<p>CHEESE SAUCE, JALAPENO (0507170) Reduced fat cheddar cheese sauce made from pasteurized milk/cheese mixture with jalapeno flavoring. Each approximately 2.0 oz. serving by weight provides 1 meat/meat alternate per the Child Nutrition Program and contain 0 trans fat</p> <p>Approved Brands: JTM # 5708 Land O'Lakes # 39941</p> <p>Estimated Quantities & Delivery Dates: 300 cases to be delivered November, 2012 300 cases to be delivered January, 2013 300 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
17.	900	cs	<p>CHEESE SAUCE, QUESO BLANCO (0507900) White cheese sauce with salsa verde. Each 2 oz. serving by weight provides 1 meat/meat alternate per the Child Nutrition Program and contain 0 trans fat</p> <p>Approved Brands: Land O'Lakes # 39943 JTM # 5718</p> <p>Estimated Quantities & Delivery Dates: 300 cases to be delivered November, 2012 300 cases to be delivered January, 2013 300 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
18.	400	cs	<p>BAKED SNACK CRACKERS (0505090): Baked, <u>goldfish shaped snack</u> crackers; ingredients include unbleached enriched wheat flour, cheddar cheese, vegetable oils (canola, sunflower and/or soybean) and 2% or less of salt, yeast, sugar, yeast extract, leavening, annatto and onion powder. Individually portioned in a .75 oz. foil pouch, each one pouch serving grains/breads for the Child Nutrition Meal Pattern Requirements.</p> <p><u>Approved Brands:</u> Pepperidge Farm #17330 Hot Spicy Pepperidge Farm #17731 Kickin Ranch</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered January, 2013 100 cases to be delivered March, 2013 100 cases to be delivered May, 2013</p> <p>Please indicated below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving with applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____g</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Pack Size _____</p> <p>Packs Per Case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
19.	400	cs	<p>GIANT CINNAMON GRAHAMS (0506170) Giant goldfish shaped cinnamon flavored grahams, wrapped 2 per individual package. Made from whole wheat flour and contain 0 trans fat.</p> <p>Approved Brands: Pepperidge Farms #15094</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered January, 2013 100 cases to be delivered March, 2013 100 cases to be delivered May, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
20.	400	cs	<p>JELLY, PORTION PACKS (0502200) Individual portion packs, assorted flavors to include grape, strawberry, apple and mixed fruit.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered January, 2013 100 cases to be delivered March, 2013 100 cases to be delivered May, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
21.	300	cs	<p>SLICED PEPPERONI (0516760) Fully cooked, thinly sliced, seasoned pepperoni that has been aged and dried for peak flavor. Made from select pork and beef cuts. Each slice approximately 1 oz. or less per slice.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 150 cases to be delivered November, 2012 150 cases to be delivered January, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
22.	2000	cs	<p>PIZZA DOUGH, 7 INCHES, WHOLE GRAIN (0517430) Frozen, whole grain pizza dough, 7 inches per dough. Ready to use, thaw, top, bake and serve</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 500 cases to be delivered November, 2012 500 cases to be delivered January, 2013 500 cases to be delivered March, 2013 500 cases to be delivered May, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
23.	2000	cs	<p>PIZZA DOUGH, 7 INCHES (0517420) Frozen, pizza dough, 7 inches per dough. Ready to use, thaw, top, bake and serve</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 500 cases to be delivered November, 2012 500 cases to be delivered January, 2013 500 cases to be delivered March, 2013 500 cases to be delivered May, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
24.	750	cs	<p>BREAKFAST BEEF STEAK PATTY (0516131): Precooked, breaded, pure ground beef steak patty for use in our steak biscuit production for breakfast; seasoning should be at the proper level for a regular beef base breakfast sausage. Approximately 4.4 oz. or precooked seasoned breading per 16 oz. of precooked pure beef. Yield per pound of beef approximately 2.1 oz. No VVP or other meat extenders will be used in the production of this product. Must be produced in a USDA inspected and approved plant. The USDA inspection stamp must be displayed on each 10 lb. carton. Beef trimmings used in this product must be prominently shown on each carton and must indicate the product was produced within 30 days of shipment to U.S. The contents of each carton will be either IQF or a waxed double patty separator paper will be used to facilitate the separation of this product. Product will be blast frozen and delivered to us in hard frozen state with no evidence of a thaw and refreezing. Must provide 1 meat, 1 grain/bread per the Child Nutrition Program.</p> <p>If your pack is not 10 lbs. net, State the pack you are quoting: _____ lbs. Product must not contain any lean, finely textured beef.</p> <p>Does your product carry the CN label? [] Yes [] No</p> <p>Approved Brands: Advance/Pierre #8095</p> <p>Estimated Quantities & Delivery Dates: 250 cases to be delivered November, 2012 250 cases to be delivered January, 2013 250 cases to be delivered March, 2013</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____ Portions Per Case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
25.	200	cs	<p>PARMESAN CHEESE, GRATED (0502150): 100% real grated parmesan cheese (no fillers: i.e., no imitations or substitutes); made from pasteurized part-skim milk; cheese should be aged for at least 6 months to develop its full flavor. Packed 5 lb. plastic containers (no bags!)</p> <p>Approved Brands: Kraft Arezzio</p> <p>Estimated Quantities & Delivery Dates: 100 cases to be delivered November, 2012 100 cases to be delivered January, 2013</p> <p>_____</p> Brand _____ Packed By _____ Package Size _____ Packages Per Case _____ Comments:			
26.	50	cs	<p>CEREAL, Bulk Pack (0506010) Ready to eat bulk pack crunchy cinnamon cereal. Easy open and pour packaging. 4/11.25 lb. bags per case.</p> <p>Approved Brands: General Mills, Cinnamon Toast #11813</p> <p>Estimated Quantities & Delivery Dates: 25 cases to be delivered November, 2012 25 cases to be delivered January, 2013</p> <p>_____</p> Brand _____ Packed By _____ Package Size _____ Packages Per Case _____ Comments:			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
27.	50	cs	<p>GRANOLA, Bulk Pack (0506010) Whole grain oats and honey granola bulk pack cereal blend. Easy open and pour packaging. 4/12.50 lb. bags per case.</p> <p>Approved Brands: General Mills, Nature Valley #27111</p> <p>Estimated Quantities & Delivery Dates: 25 cases to be delivered November, 2012 25 cases to be delivered January, 2013</p> <hr/> Brand _____ <hr/> Packed By _____ Package Size _____ Packages Per Case _____ Comments:			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
			<p>Items 28 – 33 will be awarded as a lot and are for direct delivery to all school cafeterias.</p>			
28.	4500	cs	<p>TEA (0580030) Fresh brewed, all natural, contains no preservatives or additives, packed in 12 ounce plastic bottles.</p> <p>Approved Brands: Milos</p> <p>Estimated Quantities & Delivery Dates: 1125 cases to be delivered November, 2012 1125 cases to be delivered January, 2013 1125 cases to be delivered March, 2013 1125 cases to be delivered May, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
29.	4500	cs	<p>TEA, NO CALORIE (0580040) Fresh brewed, all natural, contains no preservatives or additive, no calorie tea, packed in 12 ounce plastic bottles.</p> <p>Approved Brands: Milos</p> <p>Estimated Quantities & Delivery Dates: 1125 cases to be delivered November, 2012 1125 cases to be delivered January, 2013 1125 cases to be delivered March, 2013 1125 cases to be delivered May, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
30.			<p>JUICE, FRESH, REFRIGERATED, 100 % JUICE (0570660)</p> <p>The 100% juice products listed in Items 27-30 will be packed in 6 oz. containers, round or square, plastic or plastic-coated cardboard, with a gable or flat top. Container must be designed for easy, non-spill handling by small kindergarten students. We prefer that this carton have a milk straw size pre-punched opening in the top of the container, covered with a foil/plastic tape for easy removal or punch-thru with a plastic straw. Peel-back foil on circular plastic containers are also acceptable. Product must be processed in a USDA inspected and approved plant. Provide complete nutritional and product specifications with your bid.</p> <p>100% Juices, Items 27-30, must not contain added sweeteners, and must include at least 10% daily values for at least 3 vitamins or minerals and no more than 120 calories per 8 oz.</p> <p>Provide at least six 6 oz. samples of each product which you propose to supply on or before the bid opening date. We do not require special printing on these cartons. Provide your regular nationally-advertised brand on the cartons.</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
31.	245,000	ea	<p>ORANGE JUICE, 100% Juice (0570670) Chilled orange juice from concentrate that preferably displays "Florida's Sunshine Tree" or of Florida origin with the accompanying statement "100% Florida." Must be Grade A quality, and packed under continuous USDA Inspection. This orange juice will be preferably produced entirely from oranges grown in Florida. It will be monitored for purity, and it will have the most stringent form of USDA grading and the highest grade of A. Provide complete nutritional and product specifications with your bid. You must submit documentation from the Florida Citrus Commission or from the packer as to the state of origin.</p> <p>Approved Brands: Barber</p> <p>The following must be completed whether it matches specs above or not: Brand Bid _____ Individual Portion Type (bottle/can etc.) _____ Minimum Pack Size (case, pallet, etc.) _____ _____ Individual Units Per Case/Pack Size</p> <p>TO BE DELIVERED TO ALL SCHOOLS.</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
32.	121,500	ea	<p>APPLE JUICE, 100 % Juice Pure, no preservative or additives. U.S. Grade A. Must be processed in a USDA inspected and approved plant and each carton or case will carry the USDA Grade A grade shield. Provide complete nutritional and product specifications with your bid. We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No [] If so, state milligrams: _____</p> <p>Approved Brands: M & B</p> <p>The following must be completed whether it matches specs above or not: Brand Bid _____ Individual Portion Type (bottle/can etc.) _____ Minimum Pack Size (case, pallet, etc.) _____ _____ Individual Units Per Case/Pack Size _____</p> <p>TO BE DELIVERED TO ALL SCHOOLS.</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
33.	121,500	ea	<p>OTHER, 6oz. Juice, 100% Juice (0570690) Pure, no preservative or additives. U.S. Grade A. Must be processed in a USDA inspected and approved plant and each carton or case will carry the USDA Grade A grade shield. Provide complete nutritional and product specifications with your bid.</p> <p>Approved Brands: M & B</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>Vendor list optional flavors below: Flavor Size (oz.) Container</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>The following must be completed whether it matches specs above or not: Brand Bid _____ Individual Portion Type (bottle/can etc.) _____ Minimum Pack Size (case, pallet, etc.) _____</p> <p>_____</p> <p>Individual Units Per Case/Pack Size _____</p> <p>TO BE DELIVERED TO ALL SCHOOLS</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
34.	1200	cs	<p>CREAM CHEESE, PORTION PACK (0540240) Cream cheese should be smooth, free from lumps, spreadable at room temperature, white in color. Total fat minimum 22%, moisture not more than 65%.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates 400 cases to be delivered November, 2012 400 cases to be delivered January, 2013 400 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size__1 oz. portions_____</p> <p>Portions per case_____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
35.	2100	cs	<p>CREAM CHEESE, FLAVORED PORTION PACK (0540230) Cream cheese should be smooth, free from lumps, spreadable at room temperature. Not less than 33% total fat, moisture not more than 55%. List available flavors to include strawberry and honey nut.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 700 cases to be delivered November, 2012 700 cases to be delivered January, 2013 700 cases to be delivered March, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size__1 oz. portions_____</p> <p>Portions per case_____</p> <p>Comments:</p>			

Item	Qty	Unit	Description	Portion Price	Unit Price	Extended Price
36.	8000	cs	<p>PORTION PACK BUTTER (0540220) Grade AA Butter, churned from sweet cream. Salt added, no additional coloring, light to medium color, whipped, butter fat minimum 8% moisture approximately 17%.</p> <p>Approved Brands: No Approved Brands/Samples Required</p> <p>Estimated Quantities & Delivery Dates: 2000 cases to be delivered November, 2012 2000 cases to be delivered January, 2013 2000 cases to be delivered March, 2013 2000 cases to be delivered May, 2013</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Portion Size: 5 grams per individual cup Portions per case _____</p> <p>Comments:</p>			

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, participant's 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 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.

A participant in a covered transaction may rely 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 knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 _____ being of _____
(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.

PROFESSIONAL REFERENCE (Preferably a School District you have done business with)							
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:				FAX NUMBER:			
STOP Remaining to be completed by the ECSD							
TECHINCAL PERFORMANCE							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/millstones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods							
MANAGEMENT PERFORMANCE							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							

MANAGEMENT PERFORMANCE (continued)							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling, and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
CUSTOMER SATISFACTION							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again	YES		NO				

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: _____

**ALL ESCAMBIA COUNTY SCHOOL CAFETERIAS
2011-2012 SCHOOL YEAR**

JIM ALLEN ELEMENTARY 0031 1051 Highway 95A North Cantonment, FL 32533	Janet Williams , Cafeteria Manager Phone: 937-2271 Patricia Comans , Assistant
BAILEY MIDDLE 1221 4110 Bauer Road Pensacola, FL 32506	Cheryl Null , Cafeteria Manager Phone: 492-0975 Gigi Deluna , Assistant
BELLVIEW ELEMENTARY 0051 4425 Bellview Avenue Pensacola, FL 32526	Carol Gilmore , Cafeteria Manager Phone: 941-6067 Stella Schuck , Assistant
BELLVIEW MIDDLE 0061 6201 Mobile Highway Pensacola, FL 32526	Barbara James , Cafeteria Manager Phone: 941-6094
BEULAH ELEMENTARY 0941 6201 Helms Road Pensacola, FL 32526	Michelle Vaughn , Cafeteria Manager Cafeteria Phone: 941-6187 Shirley Weeden , Assistant
BLUE ANGELS ELEM. 1241 1551 Dog Track Road Pensacola, FL 32507	Susan Lashley , Manager Phone: 458-7415 Joyce Wood , Asst. Cafeteria Manager
BRATT ELEMENTARY 0101 5721 North Highway 99 Century, FL 32535	Jackie Thomas , Cafeteria Manager Phone: 327-6154 Linda Roley , Assistant
BRENTWOOD ELEM. 0111 4820 North Palafox Street Pensacola, FL 32505	Vina Burks , Cafeteria Manager Phone: 595-6805 Lenora Houston , Assistant Manager
BROWN BARGE MIDDLE 0671 201 Hancock Lane Pensacola, FL 32503	Ruth Stricker , Cafeteria Manager Phone: 494-5646 Corette Houston , Assistant Manager
BYRNEVILLE CHARTER 0161 1600 Byrneville Road Century, FL 32535	Jackie Thomas , Cafeteria Manager Phone: 256-6358
HELLEN CARO ELEM. 0021 12551 Meadson Road Pensacola, FL 32506	Cheryl Null , Cafeteria Manager Phone: 492-5323 Ann Barge , Assistant
COOK ELEMENTARY 0191 1310 North 12 th Avenue Pensacola, FL 32503	Carolyn Richtmyre , Cafeteria Manager Phone: 595-6824 Donna Myers , Assistant
CORDOVA PARK ELEM. 0231 2250 Semur Road	Norma Ramsey , Cafeteria Manager Phone: 595-6839 Tony Edwards , Assistant

Pensacola, FL 32503	
ENSLEY ELEMENTARY 0271 501 E. Johnson Avenue Pensacola, FL 32514	Teresa Derrick , Cafeteria Manager Phone: 494-5602 Mary Pettis , Assistant
ESCAMBIA HIGH 0281 1310 North 65 th Avenue Pensacola, FL 32506	Lisa Leitermann , Cafeteria Manager Phone: 453-7454 Sharon Horne , Assistant
FERRY PASS ELEM. 0291 8310 North Davis Highway Pensacola, FL 32514	Pat Green , Cafeteria Manager Phone: 494-5608
FERRY PASS MIDDLE 0301 8355 Yancey Avenue Pensacola, FL 32514	Juanita Forst , Cafeteria Manager Phone: 494-5654 Tonja Holland , Assistant
GLOBAL LEARNING ACAD. 1281 100 N. "P" Street Pensacola, FL 32505	Pam Smith , Cafeteria Manager Phone: Cynthia Wood , Assistant
HOLM ELEMENTARY 0602 6101 Lanier Drive Pensacola, FL 32504	Vickey Grant , Cafeteria Manager Phone: 494-5614 Gayle McVaugh , Assistant
LINCOLN PARK ELEM. 0771 7600 Kershaw Street Pensacola, FL 32534	Joyce Vulcano , Cafeteria Manager Phone: 494-5622 Josephine Wilson , Assistant
LIPSCOMB ELEMENTARY 1201 10200 Ashton Brosnaham Road Pensacola, FL 32534	Kathy Davis , Cafeteria Manager Phone: 494-5723 Mary Vigue , Assistant
LONGLEAF ELEMENTARY 0863 2600 Longleaf Drive Pensacola, FL 32526	Carol Gilmore , Manager (Bellview Elem.) Phone: 941-6121 Jewel Cain , Assistant
MCARTHUR ELEMENTARY 0921 330 East Ten Mile Road Pensacola, FL 32534	Kathy Davis , Cafeteria Manager Phone: 494-5627 Linda Nowlin , Assistant
MCMILLAN LRN. CNTR. 0741 1403 St. Joseph Avenue Pensacola, FL 32501	Lisa Anderson , Cafeteria Manager Phone: 595-6936 Patty Mask , Assistant
MOLINO PARK ELEM. 1261 899 Highway 97 Molino, FL 32577	Janet Williams , Cafeteria Manager Phone: 587-5039
MONTCLAIR ELEM. 0361 820 Massachusetts Avenue Pensacola, FL 32505	Lisa Anderson , Cafeteria Manager Phone: 595-6970 Doris Beasley , Assistant

MYRTLE GROVE ELEM. 0371 6115 Lillian Highway Pensacola, FL 32506	Rosemary Whalen , Cafeteria Manager Phone: 453-7413 Stephanie Bass , Assistant
NAVY POINT ELEM. 0381 1321 Patton Drive Pensacola, FL 32507	Phillys Jernigan , Cafeteria Manager Phone: 453-7417 Jannet Sanchez , Assistant
NORTHVIEW HIGH 1231 4100 West Highway 4 Bratt, FL 32535	Mary (Wiggins) Hall , Cafeteria Manager Phone: 327-4503 Sonja Allen , Assistant
OAKCREST ELEMENTARY 0391 1820 North Hollywood Blvd. Pensacola, FL 32505	Debbie Williamson , Cafeteria Manager Phone: 595-6985 Delores Davis , Assistant
PENSACOLA HIGH 0411 500 West Maxwell Street Pensacola, FL 32501	Mary Epps , Cafeteria Manager Phone: 595-1523 Carolyn Spark , Assistant
PINE FOREST HIGH 0862 2500 Longleaf Drive Pensacola, FL 32526	Virginia Mattox , Cafeteria Manager Phone: 941-6160 Wilma Weaver , Assistant
PINE MEADOW ELEM. 0441 10001 Omar Avenue Pensacola, FL 32504	Joyce Vulcano , Cafeteria Manager Phone: 494-5632 Josephine Wilson , Assistant
PLEASANT GROVE ELEM. 0451 3000 Owen Bell Lane Pensacola, FL 32507	Susan Lashley , Cafeteria Manager Phone: 492-4319 Linda Pierce , Assistant
RANSOM MIDDLE 0221 1000 W. Kingsfield Road Cantonment, FL 32533	Teresa Derrick , Cafeteria Manager Phone: 937-2237 Brenda Hopkins , Assistant
SCENIC HEIGHTS ELEM. 0461 3801 Cherry Laurel Drive Pensacola, FL 32504	Joyce Matheiss , Cafeteria Manager Phone: 494-5637 Loretta Ray , Assistant
SEMMES ELEMENTARY 0471 1250 Texar Drive Pensacola, FL 32503	Carolyn Richtmyre , Cafeteria Manager Phone: 595-6974 Gloria McGuire , Assistant
SHERWOOD ELEMENTARY 0491 501 Cherokee Trail Pensacola, FL 32506	Debra Parkerson , Cafeteria Manager Phone: 453-7422
SUTER ELEMENTARY 0501 501 Pickens Ave. Pensacola, FL 32503	Norma Ramsey , Cafeteria Manager Phone: 595-6812 Lula Wilson , Assistant

TATE HIGH 0521 1771 Tate Road Cantonment, FL 32533	Erica Debrabant , Cafeteria Manager Phone: 937-2323 Jennifer McKendrick , Assistant
E. WARD MIDDLE 0541 7650 Highway 97 Walnut Hill, FL 32568	Mary (Wiggins) Hall , Cafeteria Manager Phone: 327-4685 Harvette Boone , Assistant
WARRINGTON ELEM. 0551 220 North Navy Blvd. Pensacola, FL 32507	Laurie Frey , Cafeteria Manager Phone: 453-7427 Myrna Wiggins , Assistant
WARRINGTON MIDDLE 0561 450 South Old Corry Road Pensacola, FL 32507	Barbara James , Cafeteria Manager Phone: 453-7440 ext. 236 Peaches Atwood , Assistant
WASHINGTON HIGH 0951 6000 College Blvd. Pensacola, FL 32504	Brenda Gant , Cafeteria Manager Phone: 494-5679 Norman Rogers , Assistant
WEIS ELEMENTARY 0572 2701 North "Q" Street Pensacola, FL 32505	Vina Burks , Cafeteria Manager Phone: 595-6887 Melanie Beauchamp , Assistant
WEST FL TECH 1251 2400 Longleaf Drive Pensacola, FL 32526	Virginia Mattox , Cafeteria Manager (PFH) Phone: 941-6200, ext.236 Chauncey Reese , Assistant
WESTGATE CENTER 0922 10050 Ashton Brosnaham Road Pensacola, FL 32514	Kathy Davis , Cafeteria Manager Phone: 494-5739 Jayne Moore , Assistant
WEST PENSACOLA ELEM. 0581 801 North 49 th Avenue Pensacola, FL 32506	Pam Smith , Cafeteria Manager Phone: 453-7473 Linda Nikolopoulos , Assistant
WOODHAM MIDDLE 0852 150 East Burgess Road Pensacola, FL 32503	Donna Burks , Cafeteria Manager Phone: 494-5692 Veronica Brown , Assistant
WORKMAN MIDDLE 0601 6299 Lanier Drive Pensacola, FL 32504	Vickey Grant , Cafeteria Manager Phone: 494-5669 Gayle MacVaugh , Assistant