



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:

July 28, 2014

PURCHASING CONTACT & TELEPHONE:

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

RFP TITLE:

Miscellaneous Food Items

RFP NUMBER:

150103

RFP OPENING DATE & TIME **Thursday, August 18, 2014, 1:30 PM, 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, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

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

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III., MAY RESULT IN A DETERMINATION THAT THE PROPOSAL 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 Section VII, Specifications and Pricing Section, of this RFP, for the period beginning September 17, 2014 and ending July 31, 2015. 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 agreement price at any time during the agreement period. By signing this agreement 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 offer a product that is not preapproved in this RFP, you must send a sample for review by Friday, August 8, 2014, 11:30 AM, CST. Failure to send a sample and the required documentation when offering an alternate product will result in your proposal being determined "non-responsive" for that item. Samples should be clearly labeled "SAMPLE FOR RFP NUMBER 150103." 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. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503.

QUESTIONS: Due to time constraints, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be Tuesday, July 29, 2014, 1:00 PM, Central Standard Time. Any changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each proposer to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received will be posted by close of business Thursday, July 31, 2014. The direct link to the Bid Activity Section of the District website is listed below.

<http://ecsd-fl.schoolloop.com/purchasing/bids>

All inquiries should be sent to:

Marguerite Van Nostrand, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: mvannostrand@escambia.k12.fl.us
Fax: 850-469-6271

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this RFP. Vendors are expected to utilize this representative for **ALL** Information regarding this RFP. **Vendors who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.**

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://ecsd-fl.schoolloop.com/purchasing/bids> 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: . 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. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.

Ex parte communication (whether verbal or written) by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Bidders.

Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.

- B. **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. **The entire RFP document (pages 1 – 36).** The signature on the first page must be an original signature – no fax or email documents will be accepted. All certifications in this solicitation requiring vendor information and/or signature must be completed and the signature must be an original. 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.
2. **Return your original proposal and one copy.** The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. **Please mark copy "COPY."**
3. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
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.

- C. **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://ecsd-fl.schoolloop.com/purchasing/bids>. 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.

- D. **MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- E. **RFP QUANTITIES: Quantities and delivery dates indicated 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.
- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning September 17, 2014 and ending July 31, 2015. All terms and conditions including price shall remain in effect for the entire term of this agreement. **The District does not pay fuel adjustment charges.**
- G. **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 or where an alternate product is bid, was tested and approved by the District upon receipt of sample as detailed in this RFP. The District reserves the right to reject any bid with a minimum shipment requirement; therefore, low bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District. Products approved prior to posting of RFP are listed in the Specifications and Pricing Section (Section VII).
 - 2. Award by Lots: Aggregate low price for all line items in a lot (i.e. all cereal would be one lot) will be awarded to one vendor.
- H. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. **ALTERNATE PRODUCTS:** The District pre-approves products prior to proposal evaluation. Bidding any product not listed on the approved list at the time of bid posting is an alternate bid. Bidders may bid an equal equivalent to the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner listed in Section I, Introduction, page 2 of this RFP. The District shall have sole discretion in accepting or rejecting vendor's alternate/approved equal. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award on this RFP. Request should be made to the Purchasing Agent listed on page 1 and page 2 of this document.
- J. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

- K. **FLORIDA PUBLIC RECORDS LAW:** Respondent shall comply with Florida's Public Records Law. Specifically, Respondent agrees that it will:
1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by the vendor under the Agreement.
 2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law.
 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
 4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of the vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
 5. The failure of the vendor to comply with the provisions set forth shall constitute a default and breach.
- L. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this RFP, by signing this proposal, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
 8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- M. **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 solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label.
- N. **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this bid. The School District of Escambia County shall be permitted to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed meat items that he has on hand at any time.
- O. **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.
- P. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- Q. **SPECIFICATIONS:** Proposals must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a proposal not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the proposal.
- R. **FEDERAL FOOD, DRUG AND COSMETIC ACT, THE MEAT INSPECTION ACT, AND THE POULTRY PRODUCTS INSPECTION ACT:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and the Poultry Products Inspection Act in effect at the time of delivery.
- S. **INCOMPLETE RFP INFORMATION:** Failure to submit complete information on an item may prevent consideration of your proposal for that item.
- T. **WHOLE GRAIN RICH:** Where the term “**whole-grain rich**” appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.

U. **SAMPLE REQUIREMENTS:** Samples are required under the circumstances listed below.

1. The products offered have not been previously approved by the Escambia County School District.
2. The Escambia County School District may request samples of products for review that have been approved and purchased previously for the following reasons:
 - a. School Cafeteria Managers indicate there has been a decrease in product quality.
 - b. Manufacturing firm or process has changed since product was last tested by Escambia County School District.
 - c. More than five (5) years has elapsed since product was last tested.
 - d. The Food Services Department wishes to, for any reason.

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 on 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.
- E. **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.

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. **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. 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, M 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. If you do not list a minimum shipment requirement on this bid and you are awarded that item, the District will not honor minimum ship quantities when orders are placed.

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
1.	900	cs.	<p>BREAKFAST SANDWICH, TURKEY HAM, EGG AND CHEESE (0516780): Breakfast sandwich, frozen, individually wrapped, made on whole grain rich English muffin. Sandwiches to be made with turkey ham, reduced fat and reduced sodium American cheese, and an egg patty. Each sandwich should be a minimum weight of 3.5 oz. and not exceed 200 calories and 475 mg. of sodium per serving. Each sandwich must provide 1 meat/meat alternate and 1 grain per serving as specified by the Child Nutrition Program. Product must not contain vegetable protein products, cheese substitutes, or MSG. Packed 90 per case, not to exceed 22 lbs. per case.</p> <p><u>Approved Brand(s):</u> Café Favorites #51160</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 300 cases to be delivered October, 2014 300 cases to be delivered December, 2014 300 cases to be delivered March, 2015</p> <p>Continued on next page.</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p>Brand/Packed By _____</p> <p>Package Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p>			
2.	1,200	cs.	<p>GRILLED CHEESE SANDWICH (0517560): Grilled cheese sandwich, frozen, individually wrapped, on whole grain rich sourdough bread. Sandwich to contain a mixture of reduced fat cheeses and turkey bacon bits. Minimum shelf life of 12 months frozen. Product must not exceed 580 mg sodium per serving. Each sandwich should be a minimum of 4 oz. and contribute 2 meat/meat alternates and 2 grains per serving as specified by the Child Nutrition Program. Packed 72 per case.</p> <p><u>Approved Brand(s):</u> Hot off the Grill #103000</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 300 cases to be delivered, October 2014 300 cases to be delivered December, 2014 300 cases to be delivered February, 2015 300 cases to be delivered April, 2015</p> <p>_____</p> <p>Brand/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.	300	cs.	<p>CHICKEN BREAST TENDERS, WHOLE MUSCLE (0516650): Chicken breast tenders, frozen, fully cooked whole muscle. Whole grain rich breading with seasoning for mild flavor. When baked, product should have a crunchy outside and be moist inside. Product not to exceed 400 mg of sodium per serving. One serving must provide 2 meat/meat alternates and 1 grain as specified by the Child Nutrition Program. No more than 3 chicken tenders should be required to meet the 2 oz. meat/meat alternate component. Packed 10 lbs. per case.</p> <p><u>Approved Brand(s):</u> Tyson #70330-928</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 300 cases to be delivered December, 2014</p> <p>_____ Brand/Packed By</p> <p>Portion Size _____ Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
4.	1500	cs.	<p>CHICKEN BREAST FILETS, BREADED (0516930): Chicken filet, fully cooked, whole muscle, whole grain rich breading, chicken breast filets for sandwiches. One patty must provide 2 meat/meat alternates per Child Nutrition Program. Product not to exceed 650 mg. of sodium per serving. Must contain .5 grams or less trans fat. The breast filet portions should be bulk packed in a 9-13 lb. inner lined master carton containing approximately 34 to 126 portions per case. Packed 45 lbs. per case.</p> <p><u>Approved Brand(s):</u> Tyson #70300-928</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___ no</p> <p>Trans Fat _____</p> <p><u>Estimated Quantities & Delivery Dates:</u> 300 cases to be delivered October, 2014 300 cases to be delivered December, 2014 300 cases to be delivered February, 2015 300 cases to be delivered March, 2015 300 cases to be delivered May, 2015</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Portion Size _____ Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
5.	2,000	cs.	<p>CORN DOG (0516052): Corn dog, whole grain rich batter wrapped turkey or chicken frank on a stick, frozen. Product contains 2 oz. all meat frank made from turkey or chicken. Total weight of battered product will be no less than 3 oz. and will not exceed 4 oz. Product not to exceed 675 mg. of sodium per serving. One serving must provide 2 oz. meat/meat alternates and 2 grains as specified by the Child Nutrition Program. Packed 72 per case.</p> <p><u>Approved Brand(s):</u> Sara Lee/State Fair #28322 Foster Farms #95150</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 500 cases to be delivered October, 2014 500 cases to be delivered December, 2014 500 cases to be delivered February, 2015 500 cases to be delivered April, 2015</p> <p>_____ Brand/Packed By</p> <p>Portion Size _____ Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
6.	1,200	cs.	<p>FRANKFURTERS, BEEF (0516070): Frankfurters, beef, frozen. 100% USDA inspected cuts of beef. Ingredients to include beef, water and salt, with less than 2% coming from other ingredients needed for preservation of product. Must be processed in a USDA inspected and approved plant. Product not to exceed 400 mg. of sodium per serving. Case must display CN label assuring that each 2 oz. frank provides 2 meat/meat alternates as specified by the Child Nutrition Program. Packed 80 franks per 10 lb. case.</p> <p><u>Approved Brand(s):</u> No Approved Brand(s)/Samples Required.</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 400 cases to be delivered October, 2014 400 cases to be delivered December, 2014 400 cases to be delivered April, 2015</p> <p>_____ Brand/Packed By</p> <p>Portion Size _____ Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
7.	400	cs.	<p>TACO, BREAKFAST (0514510): Breakfast taco, whole grain rich. Individually wrapped, frozen, flour tortillas filled with scrambled eggs, turkey chorizo sausage, and low fat mozzarella cheese. Product must not exceed 320 mg. of sodium per serving. Must provide 1 meat/meat alternate and 1 grain per serving as specified by the Child Nutrition Program. Packed 72 per case.</p> <p><u>Approved Brand(s):</u> Old El Paso Fold 'N Go #148213000</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 200 cases to be delivered October, 2014 200 cases to be delivered February, 2015</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Pack Size _____ Packs Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
8.	750	cs.	<p>PIZZA BAGELS, MINI (0517072): Mini pizza bagels, frozen, whole grain rich, topped with cheese and chicken pepperoni. Minimum shelf life of 12 months. One serving must provide a minimum of 4 individual bagels to meet 2 oz. meat/meat alternate and 2 grains per serving as specified by the Child Nutrition Program. Product not to exceed 680 mg. of sodium per serving. Packed 86 per case, case weight not to exceed 30 lbs.</p> <p><u>Approved Brand(s):</u> Tasty Brands #52223</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___no</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 250 cases to be delivered October, 2014 250 cases to be delivered January, 2015 250 cases to be delivered April, 2015</p> <p>_____ Brand/Packed By</p> <p>Package Size _____ Packages Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
9.	300	cs.	<p>SUNFLOWER SEED NUT BUTTER: Creamy nut butter made with sunflower seeds. Product not to exceed 130 mg. of sodium per serving. One serving must provide 1 meat/meat alternate per Child Nutrition Program. Packed 6/5 lb. pails per case.</p> <p><u>Approved Brand(s):</u> Sunbutter</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___no</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 100 cases to be delivered October, 2014 100 cases to be delivered January, 2015 100 cases to be delivered April, 2015</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Package Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
10.	300	bx.	<p>TEA BAGS (0503040): Tea bags, produced from a blend of teas containing only Orange Pekoe leaf grades with absolutely no stems or large leaves. Packed 96/1 oz. tea bags per box.</p> <p><u>Approved Brand(s):</u> Lipton Parade/Tetley PocoPak #10448 Mount Stirling Tetley Tenderleaf American Instants</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___no</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 100 boxes to be delivered October, 2014 100 boxes to be delivered February, 2015 100 boxes delivery to be determined</p> <hr/> <p>Brand/Packed By _____</p> <p>Package Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
11.	300	bg.	<p>SUGAR, GRANULATED (0511170): Sugar, granulated. 100% cane sugar with less than 3% of particles by weight retained on # 20 U. S. sieve and less than 5% "fines" passing through a #100 U. S. sieve. Clean, sweet flavor free of any off flavors or odors. Packed 50 lbs. in poly-lined bags.</p> <p><u>Approved Brand(s):</u> Domino Florida Crystal</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___ no Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 100 bags to be delivered October, 2014 100 bags to be delivered February, 2015 100 bags delivery to be determined</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Package Size _____ Packages Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
12.	100	cs.	<p>RANCH DRESSING, LOW FAT, INDIVIDUAL (0507230): Ranch dressing, low fat. Only nationally recognized name brands will be accepted. Product not to exceed 120 mg. of sodium per serving. Individual 12 gram packs. 60-100 packs per case. No MSG allowed.</p> <p><u>Approved Brand(s):</u> No Approved Brand(s)/Samples Required</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___ no</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 50 cases to be delivered October, 2014 50 cases delivery to be determined</p> <p>_____ Brand/Packed By</p> <p>Package Size _____ Packages Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			ITEMS 13-16 WILL BE AWARDED AS A LOT			
13.	100	cs.	<p>WHITE PEPPER (0502090): White pepper should be a tan-white powder with a taste similar to black pepper, but less pungent. It should be ground from the dried, immature berries of the peppercorn plant. Packed in a minimum 20 oz. container. Packed 6/20 oz. containers per case.</p> <p><u>Approved Brand(s):</u> Badia/Badia</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___no</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 50 cases to be delivered October, 2014 50 cases to be delivered February, 2015</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Package Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
14.	150	cs.	<p>ONIONS (0502160): Onions, chopped, dehydrated; not less than 1/8" thick; maximum 4% moisture. Packed 15 - 18 lbs. per case.</p> <p><u>Approved Brand(s):</u> Gel Spice Tova McCormick Majestic International Spice Corporation</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___ no</p> <p>Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 75 cases to be delivered October, 2014 75 cases delivery to be determined</p> <p>_____</p> <p>Brand/Packed By</p> <p>Container Size _____</p> <p>Containers Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
15.	75	cn.	<p>OREGANO, GROUND (0510602): Oregano, ground, dried leaves and flowering tops of a variety of perennial, herbaceous plants belonging to the mint family. The product is dark green in color and has a flavor and aroma of typical oregano. Chemical requirements include a minimum of 3.0% volatile oil and a maximum of 10.0% moisture. Product should be pure, i.e., containing no additives. Packed 12 - 24 oz. cans.</p> <p><u>Approved Brand(s):</u> C.F. Sauer Majestic International Spice Corporation</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___no Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 75 cans to be delivered February, 2015</p> <p>Estimates based on 24 oz. cans.</p> <p>_____ Brand/Packed By</p> <p>Container Size _____ Containers Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
16.	50	cn.	<p>PAPRIKA, GROUND (0510630): Paprika, finely ground product of mature, dried pods of the chili pepper plant. It is bright red in color and has a flavor and aroma of typical paprika. Chemical requirements include a maximum of 12.0% moisture. Product should be pure, i.e., containing no additives and should be packed in 1 lb. cans.</p> <p><u>Approved Brand(s):</u> C.F. Sauer Majestic International Spice corporation</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___no Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 50 cans to be delivered February, 2015</p> <p>_____ Brand/Packed By</p> <p>Container Size _____ Containers Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
17.	300	cs.	<p>MEXICAN SEASONING, SALT-FREE (0504200): Mexican flavored, salt-free seasoning. Blend to contain a variety of peppers, cumin, onion, garlic and other seasonings. Minimum shelf life of 24 months. Spice blend to contain no sodium or MSG. Packed in a minimum of 20 oz. container. Packed 6/20 oz. containers per case.</p> <p><u>Approved Brand(s):</u> Lawry's</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___no Trans Fat _____grams</p> <p><u>Estimated Quantities & Delivery Dates:</u> 100 cases to be delivered October, 2014 100 cases to be delivered February, 2015 100 cases delivery to be determined</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Package Size _____ Packages Per Case _____</p> <p>Comments:</p>			

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

IDENTICAL TIE BIDS - 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 bid 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S SIGNATURE

Instructions for Certification

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

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

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

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

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

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

A participant in a covered transaction may 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 know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement 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.

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 P-002
Reference Release Form

I _____ (Name/ Title) _____ (Name of Company)

give Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

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

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

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

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

By _____

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

Notary Public (Signature)

My Commission Expires:
