



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

**REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT**

POSTING DATE:

April 13, 2016

PURCHASING CONTACT & TELEPHONE:

Allison Watson, (850) 469-6210  
awatson@escambia.k12.fl.us

RFP TITLE:

Fresh Produce for Direct Delivery to School Cafeterias (includes Farm-to-School Program)

RFP NUMBER:

162102

RFP OPENING DATE & TIME: **Wednesday, May 4, 2016 1:30 p.m., 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 Responder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 RESPONDER.**

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 RESPONDER 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 RESPONDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA MAY RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION

The purpose of this RFP is to secure the best competitive prices for fresh, high-quality, seasonal and local produce and to establish a cost plus fixed fee per carton/case/unit contract for the direct delivery of fresh produce to Escambia County School District Cafeterias. Refer to Attachment A - School Addresses. Pricing periods are established in this document and while cost for the fresh produce may vary from price period to price period, the fixed fee is to remain the same. "Cost" is defined as the vendor's actual cost (less rebates, discounts and allowances) for the produce delivered to their warehouse, including freight, verifiable by vendor's supplier invoice(s). Refer to page 13. Upon acceptance of your proposal by the Escambia County School District, this document becomes the contract for these services. It is the District's intention to award and utilize two (2) vendors as needed to perform the services requested in this RFP.

The Food Services Dept. Central Office is located at 30 E. Texar, Pensacola, FL 32503, main phone number - (850) 469-5625. This is the office of the Director of School Food Services and is referred to in this RFP as "School Food Services Office."

### **FARM-TO-SCHOOL**

**Definition:** Collaborative projects that connect schools and local farms to serve locally grown, healthy foods in K-12 school settings, improve student nutrition, educate students about food and health, and support local and regional farmers.

Locally grown produce shall be identified and featured on the menu as often as economically and seasonally feasible. The Food Services Department participates in the Farm-to-School program to encourage consumption of locally grown produce, to enhance the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy. Locally grown produce is defined as "seasonal produce grown in the State of Florida." Due to the geographic position of the Escambia County School District in the Northwest Section of Florida, the Department of Agriculture may accept adjacent counties in Alabama as local for Escambia County, Florida. The awarded distributor is to assure that GAP (Good Agricultural Practice) letters are available and on file from all farmers and suppliers, and that all Farm-to-School documents and requirements are met.

**QUESTIONS:** Due to time constraints, it is recommended that vendors send questions in a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Wednesday, April 20, 2016, 12:00 p.m., Central Standard Time**. 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 any Addenda has been issued and to obtain such Addendum. Any addendum and answers to any questions received concerning this proposal will be posted by the close of business on **Friday, April 22, 2016**. The direct link to the Bid/RFP Activity Section of the District website is listed below:

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

All inquiries should be sent to:

Allison Watson, Senior Purchasing Agent  
Purchasing Department  
Escambia County School District  
75 N. Pace Blvd.  
Pensacola, FL 32505  
Email: [awatson@escambia.k12.fl.us](mailto:awatson@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 terms "Responder or Vendor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder/Vendor 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 Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder'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 Responder'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 Responder 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 Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder 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 Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder 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 Responder 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 Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder 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 Responder or held by the Responder 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 Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders 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. Responders 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 Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of

patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders 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 Responder, if Responder: (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 Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, 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 Responder 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 Responder'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 Responder 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 Responder.
- 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. Responders 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 Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders 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 Responder 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 Responder'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. Responders 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) Responder'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 Responder 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 Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the Responder'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> at least five workdays prior to the opening date. The Responder 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://ecsd-fl.schoolloop.com>. 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 Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
  
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
  
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this proposal.

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

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

1. Department of Agriculture, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: This form (located in the back section of bid document) must be signed and returned with the proposal. Failure to return this form will result in the proposal not being accepted.
  2. The entire RFP document (pages 1 - 53) 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 Responder makes an error on entering any information and enters a correction, the Responder must initial the change(s). Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive proposal.
  3. Copy of Responder's current business license.
  4. A minimum of three (3) business references, preferably other School Districts must be submitted. See attached Form Number P002 in the back of document.
  5. Vendor's value added service proposal. This should include, but not be limited to, information for your Farm-to-School Distribution abilities, location of farm(s), etc.
  6. USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: This form (located in the back section of RFP document) must be signed and returned with the RFP. Failure to return this form will result in the RFP not being accepted.
  7. NON-COLLUSION AFFIDAVIT: This form (located in the back section of RFP document) must be signed and returned with the RFP. Failure to return this form will result in the RFP not being accepted.
  8. A one-page summary of each Responder's recall policy and procedures.
- 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://ecsd-fl.schoolloop.com>. 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. **OPPORTUNITY BUYS:** This RFP will allow for opportunity buys from reputable, certified, local farmers due to seasonal volume, weather considerations, etc. If product is purchased directly from the farmer or cooperative, the distributor may be asked to deliver the locally grown produce. Please specify delivery price for such items in the appropriate area on the bid. A zero delivery price is not acceptable.
- D. **FRESH FRUIT AND VEGETABLE PROGRAM (FFVP):** A maximum of three (3) Escambia County schools will participate in the USDA Fresh Fruit and Vegetable Grant Program (FFVP) and work is currently underway for additional approvals. These schools will have a fresh fruit or vegetable snack for every child, three (3) days a week for an estimated total of 2,000 servings per day. An increased variety of products will be necessary to introduce children to healthy options. Suggestions and recommendations from the awarded Responder(s) on in-season "less common" domestic produce with competitive pricing will be necessary. Carombola (star fruit), jicama, bok choy, avocado, eggplant, and grapefruit are examples of product that we will purchase for this program in addition to the more traditional items.
- E. **DEFAULT:** The awarded Responder(s) shall inform the School Food Services Department of any problems or delays in providing the awarded item(s) as required. The District shall consider excessive product cost, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in termination of the contract.
- F. **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 RFP.
- G. **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.
- H. **DELIVERY:** Delivery of all products to the individual schools for each school year will be on a scheduled basis, as ordered by each cafeteria manager. The exact time and place of delivery for each school cafeteria shall be resolved on an individual basis with deliveries usually in the early a.m. from 6:00 a.m. to 10:00 a.m. Responder will be responsible for the freshness of all products when delivered and date stamped cartons will be utilized to further substantiate freshness.
- I. **RESPONDER QUALIFICATIONS:** Proposals will only be considered from commercial distributors who meet the qualifications listed below. Responders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The District will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject RFPs where evidence submitted or investigation and evaluation indicates inability of the Responder to perform. The decision as to whether a Responder meets the qualifications stated below is at the sole discretion of the District.
  - 1. Responder must be currently engaged in distributing commercial foods to the food service and/or retail trades.

2. Responder must have or have access to and utilize refrigerated warehouse facilities capable of holding temperatures at 35°, 50°, and 70° F.
  3. Responder must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures at 45° F maximum while on delivery routes.
  4. Responder must have or have access to an experienced produce buyer and a contract administrator who can serve as account manager on a day to day basis.
  5. Responder shall submit three (3) commercial clients or school districts similar in size to ECSD with their RFP documents. Using Form P-0002 located on pg. 47, each reference shall include: contact person, position, and phone number to obtain information regarding product quality, time of service, and performance of general and value added services. The District reserves the right to contact or visit these locations and/or customer in order to evaluate Responder's qualifications.
  6. A one-page summary of each Responder's recall policy and procedures are to be submitted with proposal.
  7. The awarded Responder(s) must certify local farmers by obtaining GAP (Good Agricultural Practices) letters. Farmer certification information must also include certificate of insurance, hold harmless, traceability program and third party inspection.
  8. The awarded Responder(s) must identify what products are available and will be purchased. The awarded Responder(s) must purchase seasonal local produce to the maximum extent possible considering seasonality and quality, and provide this information to the District in a monthly report.
- J. **FACILITIES INSPECTIONS:** The District reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded vendor has a regular, bona fide establishment that is presently a going concern and is likely to continue as such. Areas of evaluation by District representatives may include, but not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.
- K. **APPLICABLE LAWS:** All products and deliveries must meet the State Board of Health and Escambia County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).
- L. **DESIGNATED CONTACT:** Awarded Responder(s) shall appoint a person to act as a primary contact for the School Food Services Office. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and conditions of this agreement.
- M. **BUY AMERICAN PROVISION:** As a participation sponsor in the USDA's National School Lunch and School Breakfast Programs, the School District of Escambia County, Florida and School Food Services Department must adhere to the "Buy American" 7 CFR Part 210.21(d) provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines "domestic commodity or products" as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are

produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, items normally not produced in the United States commercially, the vendor should make every effort to purchase domestic products.

- N. **PRODUCT COST:** The term “product cost” means the cost of products delivered to an awarded vendor’s warehouse. Product cost must include, but not be limited to, all ancillary charges such as FOB, freight, pick-ups, split pack charges (labor and packaging), cooling or heating costs and brokerage fees. The awarded Responder(s) must provide, if requested by the District, written confirmation(s) from shippers to verify initial cost.
- O. **INCOMPLETE BID INFORMATION:** Failure to submit a completed proposal on an item prevents any consideration of your bid on that item. We must have MDW and/or yield when requested.
- P. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- Q. **MINIMUMS:** The Responder may include a statement regarding minimum order quantities or value affecting final order processing.
- R. **BID QUANTITIES: Quantities indicated in this RFP are estimates based on prior year usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- S. **TERM OF AGREEMENT:** All prices, terms and conditions of this purchasing agreement will be in effect for the entire term of this agreement. The first term will be effective from July 1, 2016 to June 30, 2017 with four (4) one-year renewal options available upon mutual consent of both parties, with the first renewal period beginning July 1, 2017 and ending June 30, 2018. Any renewal option must be at the same pricing agreement and the same terms and conditions. If vendor does not wish to exercise a renewal option, notification must be made to the District, in writing, ninety-days (90) prior to renewal date. **By signing this agreement, you are agreeing to honor your proposal pricing for the entire term of the agreement.**
- T. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this proposal with District personnel involved with or related to this proposal, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responder’s offer.
- U. **FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the District to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Contractor’s records under this Agreement include but are not

limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

3. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the District's request for records, District shall enforce the provisions in accordance with the contract.
4. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to District.
5. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL DISTRICT OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, [NROSS@ESCAMBIA.K12.FL.US](mailto:NROSS@ESCAMBIA.K12.FL.US), OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.**

A Contractor who fails to provide the public records to the District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

**V. ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this proposal, 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.
- W. **INDEMNIFICATION:** The School Board of Escambia County, Florida agrees to indemnify the awarded Responder(s) to the extent and only to the extent of the limits set forth in 768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer’s/employee’s office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Fla. Stat.
- X. **RESPONDER EXPERIENCE:** Responders shall provide documentation of applicable license, certification, and/or commercial experience. The Escambia County School District reserves the right to request updated information or re-verification of Responder’s license and documentation at any time during the contract period.
- Y. **AWARD CRITERIA:** The award(s) will be based on Quality, Service, Value Added Service, and Price. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. The Responder(s) that scores the highest points will be recommended for RFP award(s).
1. **QUALITY.** (30 pts.) All fresh fruits and vegetables shall be free from decay, well colored and possess characteristics normally associated with ECSD quality requirements and grade Standards of U.S. No. 1 or better. All packaging and packing will be in accordance with Good Commercial Practice. Past performance may also be considered.
  2. **SERVICE.** (20 pts.) The Responder that receives an award under this solicitation shall treat each of the ordering facilities covered under the award period as one of their best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customer covered under this award period. All products shall be delivered to individual delivery points (unless otherwise noted). No substitutions will be accepted unless authorized by the District’s Food Services Management Office. Past performance may also be considered.

3. VALUE ADDED SERVICE. (10 pts.) Indicate what type of Value Added Services (i.e. any service that will provide additional knowledge and assistance from the vendor to the customer that will help increase customer satisfaction, such as informational seminars, or materials) your company can provide to the District. Clearly detail your procedures and frequency of customer support/service visits you plan to each customer. This is to be submitted with your proposal.
4. TOTAL PRICE. (40 pts.) Total price is defined as the cost of the product (the cost vendor pays his supplier for the product, verifiable by vendor invoice review, plus a set distribution fee per case or package). The price of the product will hold for two weeks, Sunday through the second Saturday. The first pricing period will be for Sunday, July 3, 2016 – Saturday, July 17, 2016. The first day of school for students and staff will be Wednesday, August 10, 2016.
  - a. Successful Responder(s) may adjust product prices biweekly. The set distribution fee will be fixed throughout the contract term.
  - b. Successful Responder(s) will be required to submit copies of their supplier invoices which reflect the exact price listed on the pricing sheet as the product cost.
  - c. Biweekly price lists are due to the District by Wednesday, 10:00 a.m. on the week prior to the pricing period start date. A new list is required for each two week period whether there is a price change or not. Successful Responder(s) will be given a distribution list for emailing these prices sheets upon award.
  - d. **Printed invoices from the Responder must match the quoted price on your pricing list for the period delivered. Prices are to be set by delivery date and not by order date. Both biweekly price sheets and printed invoices must have prices broken down in the following manner per line item: Product Cost + Distribution Fee = TOTAL COST.**
5. PRICING SHEET. The pricing sheet submitted with this solicitation is for the purpose of determining initial awards only. **For this sample sheet, use your product cost for the delivery date of Wednesday, April 20, 2016 (all invoices attached should be for that period and reflect the price listed on the form). After the award(s) are made, the Responder(s) shall submit to the Food Services Accounting Dept. biweekly pricing for the upcoming two (2) week period and a copy of their suppliers' invoice. These documents shall be used to verify the Responder(s) invoice pricing for each purchased item listed on Form P001 - Refer to pages 41- 43.**
6. APPROVED VENDOR LIST. The purpose of this RFP is to develop a list of approved vendors for the delivery of produce to cafeterias in the Escambia County School District. Cafeteria managers may change vendors by giving the vendor thirty (30) calendar days written notification if the cafeteria manager determines prices, product quality, or vendor service is not adequate and vendor has not met expectations of cafeteria manager after it has been brought to their attention. However, change can be made by the District's Purchasing Department with twenty-four (24) hours notice to the vendor if the change is due to failure on the vendor's part to meet any of the specific requirements listed in this RFP. Any change made with less than the thirty (30) calendar day notice to the vendor must go through the Purchasing Department. Adequate and complete documentation should be provided to the Purchasing Department, as Contract Administrator, giving full details of vendor default. Vendors will be assigned as follows:
  - a. Assignments will be made by the School Food Services Office, after consultation with each cafeteria manager.
  - b. Responder(s) will be notified after Board approval of award. Currently, the Board meeting is scheduled for June 21, 2016 but this is subject to change. In any event notification will be made to vendor no later than Thursday, June 23, 2016. Tentative assignments can be

requested from the School Food Services Office at any time, with the Responder's understanding that no award is official until after School Board approval.

#### IV. SCOPE OF WORK OR SERVICES

- A. **PRODUCT QUALITY:** Product is to be U.S. grown and U.S. No. 1 grade or better. Vendor must have in place a system of tracking product from origin. 100% fill rate is required on all "in season" items. All prepack salads and like items must be brand name, with a minimum of seven (7) days shelf life from day of delivery to school (example: if prepacks are delivered on Monday, date and product must be good through the following Monday). All prepack items must be delivered to the District at 34-38 degrees Fahrenheit. If this produce is not delivered at the proper temperature, vendor is required to redeliver the product the same day or early in the morning of the next school day, based on the customer's needs. This is mandatory and must be adhered to. In the event any of the items listed in this bid are not available domestically, the vendor shall submit complete information, including product origin with this RFP.
- B. **PRODUCT AVAILABILITY:** If, for any reason item(s) ordered by a cafeteria cannot be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one (1) day prior to scheduled delivery date and vendor should offer substitution options. All District cafeterias will have up to two (2) days prior to delivery to add and/or cancel items.
- C. **REJECTION PROCEDURES:** The School District and Cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this bid. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for nonconforming produce.
- D. **VENDOR PERFORMANCE:** Vendor must maintain an acceptable level of performance throughout the term of the contract and is required to provide fresh produce in compliance with current ECSD Standards. Supplies transported in vehicles that are not sanitary and equipped to maintain prescribed temperatures may be rejected. The District reserves the right to inspect vendor vehicles and all operating plants and facilities. Whether the product meets current ECSD standards will be determined by the Food Services Office. Any vendor who is not able to perform the requirements of this agreement, or whose prices rise above an acceptable, competitive market range, or has significant dissatisfaction, will not be given additional orders. Cafeterias may change to another vendor on the approved list under the circumstances listed below:
1. If the vendor is in default of this contract agreement in any way, any cafeteria manager may submit a request to the District's Food Services Management Office for immediate termination of this agreement. The Purchasing Department of the Escambia County School District will review the issues in conjunction with the School Food Services Office and may terminate the vendor's relationship with that cafeteria or with all District cafeterias depending on the severity of the default.
  2. Any cafeteria may change to another vendor, providing that vendor is an approved contract holder on this agreement, for any reason with a thirty (30) calendar day written notice to the vendor and with written approval from the new vendor that they will be able to deliver to the new location.
- E. **ACT OF GOD:** Vendor shall have a plan for distribution of unused product in the event of an "Act of God," such as hurricane, etc., where the vendor would be expected to move as much ordered product as possible to its other customers in the event a school should have to be closed without notice. In the event the vendor's facilities are affected by an Act of God (i.e. hurricane, etc.) and the vendor cannot deliver when scheduled, vendor should notify the School Food Services Office at their first opportunity so the District can make other arrangements for the effected period.
- F. **QUALITY CONTROL/RECALL:** Quality Control Reports are an internal tool used by school cafeteria managers to communicate to the School Food Services Office regarding service, quality of product,

contamination, and so forth. Quality Control Reports addressing contamination or any other urgent issues must be responded to immediately by the vendor, in writing. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within seven (7) calendar days of notification.

- G. **FOOD SAFETY AND RECALLS:** Ensuring the safety of the food supply is critical to ECSD. manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:
1. Provide accurate and timely communication to ECSD regarding a food recall.
  2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
  3. Streamline the process for reimbursement for recalled product.
  4. A one page summary of each Responder's recall policy and procedures are to be submitted with this proposal.
- H. **LOCAL GROWN PRODUCT:** Vendors are encouraged to use locally grown product, providing that product meets the quality standards as detailed in this proposal document.
- I. **DELIVERY:** Deliveries shall be made three (3) times weekly between 6:00 a.m. and 10:00 a.m., providing cafeteria staff are on duty. Any delivery frequency under three (3) times per week must be approved by the School Food Services Office and will be communicated to the vendor by email from the School Food Services Office, with a copy of each notification going to the Purchasing Department. Vendor must accept delivery change by return email to Food Services Office, with copy to Purchasing. This document will become part of the contract agreement. Any future change in delivery frequency must also go through the same process. Access to District campuses will be Monday through Friday, except school holidays, partial or unscheduled closing days. When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day or the prior school day. This does not preclude the vendor or the cafeteria manager from making periodic adjustment requests for convenience of either party, providing both parties are in agreement. Such changes should be rare and reasonable in nature. **Under no circumstances is product to be left unattended on a loading dock. All product must be delivered during a time when cafeteria staff is present. This also excludes leaving product with custodial, security staff or any other non-cafeteria school staff.** Any request for change in delivery service or receiving personnel must be submitted in writing to the Escambia County Food Services Management Department.
- J. **DELIVERY ACCURACY AND PRODUCT QUALITY:** Awarded Responder(s) is expected to make deliveries with a minimum of errors. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All fresh fruits and vegetables must be at the appropriate stage of ripeness for menu service and ready for preparation for consumption per the USDA Food Buying Guide. All produce must be delivered fresh, sanitary and in temperature-controlled condition. Whole produce must be US Fancy or US No. 1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available. Delivery of Best Used by Dates of less than 5 days is not acceptable unless preapproved as an Opportunity Buy by the School Food Services Department .
- K. **ITEM SUBSTITUTION:** Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be included in weekly pricing and

approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval**, from the School Food Services Office. All outages and substitutions must be submitted to the School Food Services Department a minimum of twenty-four (24) hours prior to delivery. Excessive occurrences of out-of-stock items may be cause for contract cancellation.

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

- A. **PRICE LIST:** Every two (2) weeks, the vendor shall email or fax a price list for the upcoming two (2) week period to the following three (3) departments: Food Service, Purchasing, and Food Service Accounting.
- B. **FARM-TO-SCHOOL PRICING:** Farm-to-School Program products and opportunity buys are to be priced as follows:
  - 1. Products contracted by vendor directly with local farmer are to be priced in the same manner as all District purchases, vendor invoice price, plus distribution fee.
  - 2. Products contracted by ECSD with a local farmer, with farmer delivering to successful vendors' warehouse for vendor delivered to District Schools are to be priced/invoiced to the District directly by the locally contracted farmer. Distributing vendor will invoice the ECSD for the distribution fees only.
- C. **CAFETERIA CODE NUMBER:** Each Invoice shall list School Cafeteria Code on it. A list of these code numbers is included in this document per Attachment A.
- D. **DELIVERY DATES/PERIOD:** Each invoice shall indicate the delivery dates or two (2) week price period to which the invoice pertains.
- E. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of item quoted on bid. Unit prices for items shall be recorded in the unit of measure presented in the attached list. All invoices shall be accurately extended.
- F. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in quadruplicate; and all four (4) copies must be signed by the cafeteria manager or their authorized representative. The four copies will be distributed as follows and contain the following information:
  - 1. Two (2) copies (original and one (1) carbon) left with manager at the time of delivery.
  - 2. Two (2) copies returned to vendor.
  - 3. A list of school cafeterias with address, contact name, and phone number for each school is shown at the back of the bid per Attachment A.
  - 4. The vendor shall forward on a weekly basis signed invoices, as per attached list of schools directly to the School Food Services Central Accounting Office. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statements only, providing that invoice numbers appear on each school cafeteria statement. Under normal conditions, payment may be expected within ten (10) days after the invoices/statements are received in the Food Service Accounting Office.
  - 5. The vendor shall provide on a weekly basis a spreadsheet or list summarizing the purchases for the week by item for all schools. The list shall contain the following information: item description, quantity (combined quantity for all schools), unit cost, and extended total. The total of this list shall agree with the total in the list in number six (6) above. Vendor must submit a sample of this

spreadsheet with the bid for ECSD approval. ECSD reserves the right to accept vendor's spreadsheet or provide the vendor with a format designed by the District.

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

Escambia County School District  
 Food Service Accounting Office  
 75 N. Pace Blvd.  
 Pensacola, FL 32505  
[dboland@escambia.k12.fl.us](mailto:dboland@escambia.k12.fl.us)

**VI. SPECIFICATIONS AND PRICING**

**Bidder shall list product distribution fee beside each product, and complete the sample bi-weekly pricing sheet located at the back of this document, Form P001, using their product cost (from supplier invoice) as if product had been delivered on Wednesday, April 20, 2016.**

- A. **PRICING: Your bid is your product cost, plus your Distribution Fee for each item. You must list the Distribution fee for all (64) items below. If the fee is \$0.00 on any pack size, list that.**

Item:	Qty:	Unit:	Description:	Distribution Fee:
1.	200,000	ea.	APPLE, RED (0550010): Apples, fresh, Red Delicious, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher, minimum 40 lb. case, 138-144 count per case.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand	_____  Distribution Fee for Minimum Pack Size

Item:	Qty:	Unit:	Description:	Distribution Fee:
			<p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Case Pack Size</p>
2.	200,000	ea.	<p>APPLE, GOLDEN (0550010): Apples, fresh, Golden Delicious, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher, minimum 40 lb. case, 138-144 count per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
3.	500	lb.	<p>APPLES, SLICED (0560630): Apples, fresh, Red Delicious and/or Granny Smith, sliced, ready-to-eat, Washington Fancy, Extra Fancy, or Eastern. U.S. No. 1 or higher Individually packed in 2 oz. portions. Approximately 100 portions per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
4.	200,000	ea.	<p>APPLE, GRANNY SMITH (055010): Apples, fresh, tart green apple. U.S. No. 1 or higher, minimum 138-144 count per 40 lb. case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
5.	7,000	cs.	<p>BANANAS (0550150): Bananas, fresh, more yellow than green or green tips. 40 lb. case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
6.	2,000	pt.	<p>BLUEBERRIES (0550160): Blueberries, fresh. U.S. No. 1 or higher. 12/1 pint.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
7.	3,000	lb.	<p>BROCCOLI, FLORETS (0560010):            Broccoli florets, fresh cut, prepared from U.S. No. 1 or higher. 18 lb. per case, 6/3 lb. pks/case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
8.	2,500	lb.	<p>CABBAGE, GREEN (0560020):            Cabbage, fresh, green variety. A firm well formed compact heart of leaves with max. 3-4 large outer leaves; minor soil deposits allowable on outer leaves only, clean cut stem free from foreign matter; crisp juicy leaves. Free from foreign and "off" smells or tastes. Cabbage must have a round to oval head. U.S. No. 1 or higher. 50 lb. case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
9.	1,000	lb.	<p>CABBAGE, RED (0560030):  Cabbage, red, fresh, must have dark red to purple outer leaf surfaces, white to cream flesh and heart. A firm well formed compact heart of leaves with max. 3-4 large outer leaves; minor soil deposits allowable on outer leaves only, clean cut stem free from foreign matter; crisp juicy leaves; slightly sweet flavor, free from foreign and "off" smells or tastes. Cabbage must have a round to oval head and should be heavy for size; no open or very white hearts. U.S. No. 1 or higher. 50 lb. case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
10.	7,500	ea.	<p>CANTALOUPE (0550200):  Cantaloupe, fresh. U.S. No. 1. 12 count per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
11.	1,500	lb.	<p>CARROTS, JUMBO (0560110): Carrots, fresh, washed, medium to jumbo size. U.S. No. 1 or higher. 48-50 lb. cases. 48/1 lb. or 10/5 lb. bags.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
12.	1,000	lb.	<p>CARROTS, BABY (0560110): Carrots, fresh, baby cut, peeled, washed and trimmed, ready-to-eat. U.S. No. 1 or higher. 100/2 oz. pouches/case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
13.	3,000	lb.	<p>CARROT, STICKS (0560110): Carrot sticks, fresh, washed, gas permeable packaging, sulfite free, code-dated. U.S. No. 1 or higher.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
14.	1,200	lb.	CAULIFLOWER, FLORETS (0560120): Cauliflower florets, fresh-cut, washed. U.S. No. 1 or higher. 3 lbs. per case.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand _____  Packed By _____  Comments:	_____ Distribution Fee for Minimum Pack Size   _____ Distribution Fee for Case Pack Size
15.	750	lb.	CELERY (0560200): Celery stalks, fresh, washed, bunch, sleeve pack, 16" stalks. U.S. No. 1 or higher. 36 count per case.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand _____  Packed By _____  Comments:	_____ Distribution Fee for Minimum Pack Size   _____ Distribution Fee for Case Pack Size
16.	250	lb.	CELERY, CHOPPED (0560590): Celery, chopped, washed. U.S. No. 1 Grade. U.S. standards for grade. 5 lb. vacuum-packed bag.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand _____  Packed By _____  Comments:	_____ Distribution Fee for Minimum Pack Size   _____ Distribution Fee for Case Pack Size

Item:	Qty:	Unit:	Description:	Distribution Fee:
17.	750	lb.	<p>CELERY, STICKS (0560200): Celery sticks, fresh, washed, gas permeable packaging, code-dated. U.S. No. 1 or higher. 4/5 lb. bags per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
18.	2,000	lb.	<p>CHERRIES (0550410): Cherries, fresh. U.S. Grade No. 1 standard. 11 lb. carton.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
19.	500	lb.	<p>CHIVES (0560520): Chives, fresh, washed. Chives must be light green at the base to dark green at the tips. The sleeves must be slender, hollow and trimmed neatly at the base with no foreign matter. The young tender sleeves should have no bud formation. Packed 1 lb. bundles.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
20.	500	lb.	<p>CILANTRO (0560570):  Cilantro, fresh, washed, 7" - 10" in length, strong green color with an even flat bottom cut. The rubber band must be placed 2 ½" from the bottom, no leaves within or below the rubber band zone. Cilantro must be clean, no yellow or brown/red leaves, straight stems, no black spots and no seeders. U.S. No. 1 or higher, 30 bundles per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
21.	1,000	lb.	<p>COLLARD GREENS (0570940):  Collard Greens, fresh, chopped, washed and bagged. Grade A. Packed 2-2.5 lb bags.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
22.	1,100	lb.	<p>COLESLAW MIX (0560020):  Coleslaw mix, fresh cut, washed, shredded or chopped, uniformly cut 1/8-1/4 inch, separate bags for carrots and cabbage, gas permeable packaging, code-dated. Packed 4-5 lb bag.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
23.	20,000	lb.	<p>CUCUMBERS (0560300):  Cucumbers, fresh, select. U.S. No. 1 or higher. Packed 40-45 lb per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
24.	45	jars	<p>GARLIC (0560620):  Garlic, minced and peeled. 32 oz. jar.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
25.	25,000	lb.	<p>GRAPES, RED (0550250):            Grapes, fresh, red seedless. U.S. No. 1 or higher.            Packed in 2 lb. bags.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
26.	25,000	lb.	<p>GRAPES, GREEN (0550250):            Grapes, fresh, green seedless. U.S. No. 1 or higher.            Packed in 2 lb. bags.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
27.	2,100	lb.	<p>GREEN BEANS (0570980):            Green Beans fresh, washed and cut. U.S. No. 1 or            higher. Packed in 7.5 lb. bag.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
28.	7,500	ea.	<p>HONEYDEW MELON (0550200): Honeydew melon, fresh. U.S. No. 1 or higher. 6-8 count per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
29.	4,000	lb.	<p>KIWI FRUIT (0550100): Kiwifruit, fresh, packed in single layer flats or volume fill. U.S. No. 1 or higher. 36-38 count per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
30.	1,500	ea.	<p>LEMONS (0550300): Lemons, fresh. U.S. No. 1 or higher, standard size. 165-200 count per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
31.	25,000	lb.	<p>LETTUCE, ROMAINE (0560400): Lettuce, romaine, fresh, washed, head. U.S. No. 1 or higher. 24 count per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
32.	10,000	lb.	<p>LETTUCE, SALAD CUT (0560400): Lettuce, salad cut, washed, 50% iceberg, 50% romaine blend, fresh, chopped, separate bags for shredded carrots and red cabbage, gas permeable packaging, vacuum packed, date-coded. Packed in 5 lb. bags.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
33.	5,000	lb.	<p>LETTUCE, SHREDDED or CHOPPED (0560400): Lettuce, 100% romaine, fresh cut, washed, shredded or chopped, 1/4" slice, gas permeable packaging, vacuum packed, date-coded. Packed in 2-5 lb bags.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
			Comments:	
34.	15,000	lb.	<p>LETTUCE, ROMAINE, MIX (0560410): Lettuce, iceberg, romaine Blend, fresh cut, washed. Product to be made with uniformly cut bite-sized pieces of iceberg lettuce and romaine lettuce, sulfite-free, gas permeable packaging, vacuum packed, date-coded. Should be a 50/50 blend. Packed in 5 lb. bags.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
35.	1,600	ea.	<p>MANGO (0550420): Mango, fresh, golden yellow with red blush over shoulder areas, none with &gt;40% of visible surface with light green color, no chimeral variants (discolored lines) with &gt;1 line of green, not &gt;2mm wide or 5 cm long, not sunken or raised. Flesh must be golden yellow. Mango must be firm, yields slightly to finger pressure, smooth skin, sweet, with some acid, pleasant aroma, no unpleasant odors/flavor. Packed 8-10 per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
36.	4,000	lb.	<p>MUSHROOMS (0560440): Mushrooms, fresh, medium to large size. U.S. No. 1 or higher. Twelve (12), eight (8) oz. packs per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand_____</p> <p>Packed By_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
37.	800	lb.	<p>ONIONS, GREEN (0560550): Onions, Green, fresh or iceless, green onion bunch, small or medium. U.S. No. 1 or higher. Packed one (1) dozen per bag.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand_____</p> <p>Packed By_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
38.	2,000	lb.	<p>ONIONS, RED (0560550): Onions, fresh, red variety, medium to jumbo size. U.S. No. 1 or higher. Packed in 25 lb bags.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand_____</p> <p>Packed By_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
39.	3,000	lb.	<p>ONIONS, YELLOW (0560550): Onions, fresh, yellow variety, medium to jumbo size. U.S. No. 1 or higher. Packed in 50 pound bags.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
40.	1,500	lb.	<p>ONIONS, YELLOW, DICED (0560560): Onions, Yellow, diced, washed. U.S. No. 1 or higher. Packed in 5 lb. bag.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
41.	100	lb.	<p>ONIONS, YELLOW, SLICED (0560520): Onions, fresh, washed, yellow, sliced ¼" thick, medium to jumbo size. U.S. No. 1 or higher. Packed in 5 lb. bag.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
42.	550,000	ea.	<p>ORANGES (0550400): Oranges, fresh, Naval or Temple Valencia varieties, Eastern Oranges. U.S. No. 1 or higher. Packed minimum 100 -125 count per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
43.	90,000	ea.	<p>PEARS (0550460): Pears, fresh, any summer or winter variety except Keiffer. U.S. No. 1 Grade standard. 110 count per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
44.	2,000	lb.	<p>PEPPERS, RED (0560640): Peppers, fresh, red variety, medium to large size. U.S. No. 1 or higher. Packed 22-25 lb. per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
45.	3,000	lb.	<p>PEPPERS, GREEN (0560640): Peppers, fresh, green variety, medium to large size. U.S. No. 1 or higher. Packed 22-25 lb. per case</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>Brand_____</p> <p>Packed By_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
46.	300	lb.	<p>PEPPERS, CHOPPED (0570950): Peppers, fresh, washed, chopped, green variety. U.S. No. 1 or higher. Packed in 5 lb. bag.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>Brand_____</p> <p>Packed By_____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
47.	500	ea.	<p>PINEAPPLE (0560500): Pineapple, fresh, greenish yellow to golden yellow skin, pale yellow to golden yellow flesh. Skin must be thick, rough skin covered with a hexagonal pattern of nodules, thick, blue-green bunch of cactus- like leaves at top, central tough core. Pineapple must be sweet with firm, juicy flesh, and strong sweet aroma, texture not chalky or fibrous. Cylindrical, pine-cone shape that is 10-15 cm diameter, 20-30 cm height. Fruit color &gt;1/3 yellow-orange, not full dark green (immature). Packed 6-8 per case.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
			<p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Case Pack Size</p>
48.	60,000	ea.	<p>PLUMS (0550470): Plums, fresh, purple/black in color. Color must exceed 90% of surface. Flesh, color must be amber, firm and not hard. Good sugar to acid ratio. Juicy with good flavor (sweet aromatic flesh) for variety. Free from foreign and "off" smells or tastes. Minimum 45 and 50 mm, 2" diameter. U.S. No. 1 or higher. Packed 28 lb. loose pack carton.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
49.	30,000	lb.	<p>POTATOES, NEW RED (0560700): Potatoes, Red, fresh, New Red Bliss variety. U.S. No. 1 or higher. Packed in 50 lb. bag.</p> <p>Purchase Unit:_____</p> <p>Minimum Pack Size Available:_____</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
50.	30,000	lb.	POTATOES, RUSSET (0560700): Potatoes, White, fresh, Russet variety. U.S. No. 1 or higher. Packed in 50 lb. bag.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand _____  _____ Packed By _____  Comments: _____	_____ Distribution Fee for Minimum Pack Size         _____ Distribution Fee for Case Pack Size
51.	8,000	lb.	POTATOES, SWEET (0570990): Potatoes, sweet, fresh, small to medium size. U.S. No. 1 or higher. Packed in 40 lb. bag.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand _____  _____ Packed By _____  Comments: _____	_____ Distribution Fee for Minimum Pack Size         _____ Distribution Fee for Case Pack Size
52.	2,000	lb.	POTATOES, SWEET, STICKS (0570970): Sweet potato sticks, fresh, washed, cut into sticks, minimal skin, 5 lb. bag. Sweet potato sticks must be bright orange with a firm, crisp, dry flesh texture and be free from foreign and "off" smells or tastes. Packed 4-5 lb. per case.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand _____  _____ Packed By _____  Comments: _____	_____ Distribution Fee for Minimum Pack Size         _____ Distribution Fee for Case Pack Size

Item:	Qty:	Unit:	Description:	Distribution Fee:
53.	1,000	lb.	<p>RADISHES, CELLO (0560800):  Radishes, fresh, red, cello pack. U.S. No. 1 or higher.  Thirty (30) 6 oz. packs per case.</p> <p>Purchase Unit: _____  Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for  Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for  Case Pack Size</p>
54.	2,100	lb.	<p>SNOW PEAS (0560510):  Snow peas, fresh, brilliant, green pods. They must be  bright bloom, flat pods with minor seed development.  The crisp pods must snap easily when bent and have a  sweet flavor with no foreign odors or tastes. They  should be wide, flat pods, straight or slightly curved,  tapered at the calyx and stem end. Minimum pod length  70 mm with a maximum pod length of 120 mm,  minimum pod with 20 mm with a maximum pod width of  30 mm, stems trimmed to &lt;15 mm length. Pod should  not be fibrous or dry (over mature). U.S. No. 1 or  higher. Packed 5-10 lb. per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for  Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for  Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
55.	750	lb.	<p>SPINACH, CELLO (0560430): Spinach, fresh, washed, cello packed, stemmed and washed, date-coded package. U.S. No. 1 or higher. Packed four (4) 2.5 lb. packs per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
56.	800	lb.	<p>SPRING MIX (0560400): Spring Mix, fresh, washed, gas permeable packaging, date-coded package. Packed 3 lb. per package.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
57.	1,000	lb.	<p>SQUASH, YELLOW (0560850): Squash, Summer, Crook Neck, fresh, medium to large size. U.S. No. 2 or higher. Packed 20-22 lb. per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
58.	30,000	pt.	<p>STRAWBERRIES (0550500):  Strawberries, fresh. U.S. No. 1 or higher. Packed eight (8) one lb. packs per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
59.	15,000	lb.	<p>TOMATOES (0560900):  Tomatoes, fresh, vine ripened, medium to large size, ripens stage 5-6 (light red to red). U.S. No. 1 or higher. 6 x 6 loose pack, 25 lb. case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
60.	15,000	lb.	<p>TOMATOES, CHERRY (0560900):  Tomatoes, Cherry, fresh, ripeness stage 5 – 6 (light red to red). U.S. No. 1 or higher. Packed twelve (12) one pint packs per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
61.	15,000	lb.	<p>TOMATOES, GRAPE (0560900):  Tomatoes, Grape, fresh, ripeness stage 5 - 6 (light red to red). U.S. No. 1 or higher. Packed twelve (12) one pint packs per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
62.	1,000	lb.	<p>TOMATOES, WEDGE CUT (0560710):  Tomatoes, wedge, washed, 8 cut from well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use. Packed 4-5 lb. per case.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>
63.	20,000	ea.	<p>WATERMELON, SEEDLESS (0550550):  Watermelon, fresh, whole, seedless. U.S. No. 1 or higher. Each.</p> <p>Purchase Unit: _____</p> <p>Minimum Pack Size Available: _____</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p>	<p>_____</p> <p>Distribution Fee for Minimum Pack Size</p> <p>_____</p> <p>Distribution Fee for Case Pack Size</p>

Item:	Qty:	Unit:	Description:	Distribution Fee:
			Comments:	
64.	1,000	lb.	KALE (0560310): Kale, fresh, washed, free of dirt and bug damage, no visible scarring or decay on leaf or stems, no foreign odors, well trimmed. Leaves must be curled and not wilted. Color must be deep bluish-green with no yellowing. U. S. No. 1 or higher. 24 count per case.  Purchase Unit: _____  Minimum Pack Size Available: _____  Case Pack Size _____  _____ Brand _____  _____ Packed By _____  Comments:	_____ Distribution Fee for Minimum Pack Size  _____ Distribution Fee for Case Pack Size

B. **SAMPLE PRICING SHEET:** Form P001, should be completed using bidder's product cost, from supplier invoice(s) as if product had been delivered on Wednesday, April 20, 2016. Copies of all invoices must be included with the bid. Please type this form. You can obtain a copy of this form in Word format by email by contacting the Purchasing Agent, listed on the front of this document, Allison Watson. Complete two (2) Form P001's. One using Distribution Fee for Minimum Pack Size and the Second using Case Distribution Price.

FORM P001

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

Vendor Contact Name: \_\_\_\_\_ Vendor Phone Number: \_\_\_\_\_

**\*\*\* For purposes of Award Review use your prices for Wednesday, April 20, 2016.\*\*\***

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

Description	District I.D. No.	Vendor Pack	Vendor Stock No.	Product Cost	Distribution Fee	Total Cost
Apple, Red	0550010					
Apple, Golden	0550010					
Apple, Diced	0560630					
Apple, Granny Smith	0550010					
Bananas	0550150					
Blueberries	0550160					
Broccoli Florets	0560010					
Cabbage, Green	0560020					
Cabbage, Red	0560030					
Cantaloupe	0550200					
Carrots, Jumbo	0560110					
Carrots, Baby	0560110					

Description	District I.D. No.	Vendor Pack	Vendor Stock No.	Product Cost	Distribution Fee	Total Cost
Carrot, Sticks	0560110					
Cauliflower, Floret	0560120					
Celery	0560200					
Celery, Chopped	0560590					
Celery, Sticks	0560200					
Cherries	0550410					
Chives	0560520					
Cilantro	0560570					
Collard Greens	0570940					
Coleslaw Mix	0560020					
Cucumbers	0560300					
Garlic	0560620					
Grapes, Red	0550250					
Grapes, Green	0550250					
Green Beans	0570980					
Honeydew Melon	0550200					
Kiwi Fruit	0550100					
Lemons	0550300					
Lettuce, Romaine	0560400					
Lettuce, Salad Cut	0560400					
Lettuce, Shredded or Chopped	0560400					
Lettuce, Romaine, Mix	0560410					
Mango	0550420					
Mushrooms	0560440					
Onions, Green	0560550					
Onions, Red	0560550					
Onions, Yellow	0560550					
Onions, Yellow, Diced	0560560					
Onions, Yellow, Sliced	0560520					
Oranges	0550400					
Pears	0550460					
Peppers, Red	0560640					
Peppers, Green	0560640					
Peppers, Chopped	0570950					
Pineapple	0560500					
Plums	0550470					
Potatoes, New Red	0560700					
Potatoes, Russet	0560700					
Potatoes, Sweet	0570990					
Potatoes, Sweet, Sticks	0570970					
Radishes, Cello	0560800					
Snow Peas	0560510					
Spinach, Cello	0560430					
Spring Mix	0560400					
Squash, Yellow	0560850					
Strawberries	0550500					
Tomatoes	0560900					
Tomatoes, Cherry	0560900					

Description	District I.D. No.	Vendor Pack	Vendor Stock No.	Product Cost	Distribution Fee	Total Cost
Tomatoes, Grape	0560900					
Tomatoes, Wedge Cut	0560710					
Watermelon, Seedless	0550550					
Kale	0560310					

## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the RFP a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature \_\_\_\_\_

**U.S. Department of Agriculture**

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

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

Before Completing Certification, Read Instructions On The Following Page

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

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Form AD-1048 (1/92)**

## Instructions for Certification

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

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

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

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

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

The prospective lower tier participant further agrees by submitting this form that it will 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 \_\_\_\_\_  
(Name/ Title) (Name of Company)

give the 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 one of your references.

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:	

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

## USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date Title

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

\_\_\_\_\_  
Signature of Authorized Sponsor Representative Date



I state that \_\_\_\_\_  
(Name of my Firm)

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

\_\_\_\_\_  
(Name and Company Position)

**SWORN TO SUBSCRIBED**

**BEFORE ME THIS \_\_\_\_\_ DAY**

**OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires: \_\_\_\_\_**

The Food Services Dept. Central Office is located at 30 E. Texar, Pensacola, FL 32503, main phone number - (850) 469-5625.

COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
1221	Bailey Middle	Debbie Williamson	492-0975	492-9660
0051	Bellview Elementary	Carol Gilmore	941-6067	941-6062
0061	Bellview Middle	Vickie Grant	941-6094	941-6089
0941	Beulah Elementary	Melanie Grandchamp	941-6187	941-6183
1241	Blue Angels Elementary	Stephanie Bass	458-7415	457-6954
0101	Bratt Elementary	Jackie Thomas	327-6154	327-4879
0111	Brentwood Elementary	Ron Mixon	595-6805	595-6802
0671	Brown Barge Middle	Ruth Stricker	494-5646	494-5699
0191	Cook Elementary	Carolyn Richtmyre	595-6824	595-6823
0231	Cordova Park Elementary	Norma Ramsey	595-6839	595-6835
0271	Ensley Elementary	Anita Heard	494-5602	494-5603
0541	Ernest Ward Middle	Mary Hall	327-4685	221
0281	Escambia High	Janet Williams	453-7454	453-9381
0922	Escambia Westgate	Sharon Davis	494-5739	494-5702
0291	Ferry Pass Elementary	Jewell Caine	494-5608	494-7480
0301	Ferry Pass Middle	Juanita Forst	494-5654	494-5653
1281	Global Learning Academy	Angela Anglin	430-7577	
0021	Hellen Caro Elementary	GG Deluna	492-5323	492-3592
0602	Holm Elementary	Tonja Holland	494-5614	494-7290
0031	Jim Allen Elementary	Liz Gilmore	937-2271	937-2269
0771	Lincoln Park Elementary	Joyce Vulcano	494-5622	494-7481

COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
1201	Lipscomb Elementary	Sharon Davis	494-5723	494-5722
0863	Longleaf Elementary	Sherry Flynn	941-6121	941-6112
0921	McArthur Elementary	Gayle McVaugh	494-5627	494-5707
0741	McMillan Pre-K	Angela McGee	595-6936	595-6944
1261	Molino Park Elementary	Ginger Smith	587-5039	587-2340
0361	Montclair Elementary	Angela McGee	595-6970	595-6968
0371	Myrtle Grove Elementary	Rosemary Whalen	453-7413	453-7740
0381	Navy Point Elementary	Kathleen Hebert	453-7417	453-7419
1231	Northview High	Mary Wiggins	327-4503	327-6106
0391	Oakcrest Elementary	Crystal Prior	595-6985	595-6988
0411	Pensacola High	Carolyn Sparks	595-1523	595-1519
0862	Pine Forest High	Virgina Mattox	941-6160	941-6163
0441	Pine Meadow Elementary	Joyce Vulcano	494-5632	494-7318
0451	Pleasant Grove Elementary	Linda Pierce	492-4319	492-6991
0221	Ransom Middle	Donna Burks	937-2237	937-2232
0461	Scenic Heights Elementary	Joyce Mattheiss	494-5637	494-5624
0471	Semmes Elementary	Elizabeth Gilmore	595-6974	595-6977
0491	Sherwood Elementary	Debbie Parkerson	453-7422	453-7466
0501	Suter Elementary	Loretta Ray	595-6812	595-6819
0521	Tate High	Erica Debrabant	937-2323	937-2328
0551	Warrington Elementary	Angela Anglin	453-7427	453-7519
0561	Warrington Middle	Peaches Atwood	453-7440 x236	453-7572

<b>COST CENTER</b>	<b>SCHOOL</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
0951	Washington High	Chauncey Rease	494-5679	494-7297
0572	Weis Elementary	Patricia Comans	595-6887	595-6893
1251	West Florida High	Brenda Gant	941-6200 x2174	941-6200 x2136
0581	West Pensacola Elementary	Lenora Barge	453-7473	453-7470
0853	Woodham Middle	Debbie Buttitta	494-5692	478-2582
0601	Workman Middle	Sharon Horne	494-5669	494-5697