



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

January 19, 2017

PURCHASING CONTACT & TELEPHONE:

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

BID TITLE:

Miscellaneous Snacks and Beverages

BID NUMBER:

171602

BID OPENING DATE & TIME: **Friday, February 3, 2017 1:30 p.m., Central Standard Time**

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a bid 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. Bids will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the **School District's Purchasing Office at 75 N. Pace Blvd. Pensacola, Florida, 32505** by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM WITH AN ORIGINAL SIGNATURE OF THE AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

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

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID 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 BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA MAY RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this solicitation is to establish an agreement for the direct delivery of miscellaneous snack and beverage products to school cafeterias in the Escambia County School District (ECSD). Refer to Attachment A - School Cost Center and Contact List. The initial term shall begin upon School Board approval on February 22, 2017 through January 31, 2018 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall be in effect for the period of February 1, 2018 through January 31, 2019. All pricing, terms, and conditions shall remain in effect for the entire term(s) of this agreement. The District does not pay fuel adjustment charges. The quantities listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated quantities. However, the District reserves the right to reduce or increase the number of shipments and/or purchase additional quantities at the agreement price at any time during the agreement period. By signing this agreement, the Bidder is agreeing to honor your bid's pricing and all terms and conditions for the entire term(s) of the agreement.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this solicitation, you must send a sample for review by Friday, January 27, 2017, 12:00 PM, CST. Failure to send a sample and the required documentation when offering an alternate product will result in your bid being determined "non-responsive" for that item. Samples should be clearly labeled "SAMPLE FOR BID NUMBER #171602." If you plan to send samples, the form and instructions will be posted on the Purchasing website at <http://ecsd-fl.schoolloop.com/purchasing/bids>. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503.

QUESTIONS: Due to time constraints, it is recommended that vendors send questions in a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Wednesday, January 25, 2017, 12:00 p.m., Central Standard Time.** Changes in the specifications contained in this bid will be made by Addenda. Any Addenda issued concerning this bid will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A BID,** it shall be the sole responsibility of each bidder 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 bid will be posted by the close of business on **Friday, January 27, 2017.** 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
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 bid. Vendors are expected to utilize this representative for **ALL** Information regarding this bid. **Vendors who contact any other District employee regarding the subject of this bid are subject to disqualification from participating in this solicitation.**

II. GENERAL TERMS AND CONDITIONS.

NOTE: The terms "Bidder or Vendor" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder/Vendor is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid 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 Bid, 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. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only; details concerning pricing or the offering will not be announced. All bids 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 Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

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

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more bids are equal with respect to price, quality, and service, a bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the Bid Number, Bid Title, and Bid Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this Bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
 - V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bid 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 bids. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the Bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the Bid 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 Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
 - W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid 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 or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes. Bid tabulations, recommendations or notices will not be automatically mailed.
 - X. **CONTACT:** All questions for additional information regarding this Bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
 - Y. **BID 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 bid.
 - 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 bid.
- 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 1- 34 (entire document) or any of the items listed below may result in your bid not being accepted.**
1. **DEPARTMENT OF AGRICULTURE, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** This form (located in the back section of bid document) must be signed and returned with the bid. Failure to return this form will result in the bid not being accepted.
 2. **The entire bid document (pages 1 - 34) must be returned with the bid.** Signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the Bidder makes an error on entering any information and enters a correction, the Bidder must initial the change(s). Any bid submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive bid.
 3. **Return your original bid document and two (2) copies.** The copies must be a photocopy of your original proposal and there shall be no difference in the bid document or attached enclosures. Any difference or failure to include bid attachments in both sets may cause your bid to be rejected. **Please mark copies “COPY”.**
 4. Copy of Bidder's current business license.
 5. If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. If doing business with ECSD, the School District may be used as one of your references. See attached Form Number P002 in the back of document.
 6. **Vendor's value added service proposal.** This should include, but not be limited to, information for customer service regarding turnaround time, ordering errors, marketing materials, and display racks if applicable.
 7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (located in the back section of bid document) must be signed and returned with your bid. Failure to return this form will result in your bid not being accepted.
 8. **NON-COLLUSION AFFIDAVIT:** This form (located in the back section of bid document) must be signed and returned with the bid. Failure to return this form will result in the bid not being accepted.
 9. A one-page summary of each Bidder's product recall policy and procedures.
 10. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service.
- 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. **DEFAULT:** The awarded Bidder 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.
- D. **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 a #2 red dye, is to be offered on this bid.
- E. **DELIVERY EQUIPMENT (REFRIGERATED AND FROZEN FOOD):** If applicable, the successful vendor and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. **This shall be evident upon its arrival at the school cafeterias. All frozen food items must arrive in a hard frozen state.**
- F. **BIDDER REQUIREMENTS:** Bidders shall also 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 bids where evidence submitted or investigation and evaluation indicates inability of the Bidder to perform. The decision as to whether a Bidder meets the qualifications stated below is at the sole discretion of the District.
 - 1. Bidder must be currently engaged in distributing commercial foods to the food service and/or retail trades.
 - 2. Bidder must have or have access to and utilize refrigerated warehouse facilities capable of holding products at temperatures at 38° F or less as required.
 - 3. Bidder must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures at 38° F or less while on delivery routes carrying refrigerated or frozen products.
- G. **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 are 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 products.
- H. **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).

- I. **DESIGNATED CONTACT:** Awarded Bidder 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.
- J. **BUY AMERICAN ACT 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, other than items normally not produced in the United States commercially, the vendor should make every effort to purchase domestic products.
- K. **INCOMPLETE BID INFORMATION:** Failure to submit a completed bid on an item prevents any consideration of your bid on that item. We must have minimum drain weight (MDW) and/or yield when requested.
- L. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- M. **MINIMUMS:** The Bidder may include a statement regarding minimum order quantities or value affecting final order processing. However, required minimum quantities will be considered in the award evaluation.
- N. **WHOLE GRAIN RICH:** Where the term "**whole-grain rich**" appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.
- O. **BID QUANTITIES: Quantities indicated in this Bid are estimates based on prior year usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- P. **TERM OF AGREEMENT:** All pricing, terms, and conditions of this agreement shall be in effect for the entire term(s) of this agreement. The initial term will be effective from February 22, 2017 to January 31, 2018 with a one (1) year renewal option available upon mutual consent of both parties and School Board approval. The one (1) year renewal option will be in effect for the period of February 1, 2018 through January 31, 2019. If the Bidder does not wish to exercise a renewal option, the District shall receive written notification ninety-days (90) prior to renewal date. By signing this agreement, you are agreeing to honor your bid's pricing and all terms and conditions for the entire term(s) of this agreement.
- Q. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this Bid with District personnel involved with or related to this bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidder's offer.
- R. **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, 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.

S. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this bid, by signing this bid, 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.

T. **INDEMNIFICATION:** The School Board of Escambia County, Florida agrees to indemnify the awarded Bidder(s) to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statutes. 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), Florida Statutes.

U. **EVALUATION CRITERIA:** Evaluation of bids by the Evaluation Committee (consisting of representatives of the District’s Food Service Department and Purchasing Department) will be made to ascertain which bidder best meets the needs of the ECSD. ECSD reserves the right to evaluate by lot, by partial lot, or by item. Award(s) will be made on the following criteria:

1. Line Item by Low Price: Award for each line item will go to the Bidder with the lowest price when the low price is for a product on the approved products list or where an alternate product is bid, was tested and approved by the District upon receipt of sample as detailed in this bid. The response with minimum shipment requirements will only receive the award if the minimum

shipment quantity is accepted by the District. Products approved prior to posting of this bid are listed in the Specifications and Pricing Section (Section VI).

2. Award by Lots: Aggregate low price for all line items in a lot (i.e. all cereal would be one lot) will be awarded to one Bidder.

V. **ALTERNATE BID**: The District shall have sole discretion in accepting or rejecting any alternate product offered.

W. **ALTERNATE PRODUCTS**: The District pre-approves products prior to bid evaluation. Bidding any product not listed on the approved list at the time of bid posting is an alternate bid. Bidders may bid an equal or equivalent to the item(s) approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner listed in Section I, Introduction, page two (2) of this Bid. The District shall have sole discretion in accepting or rejecting vendors alternate/approved equal. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award on the Bid. Request should be made to the Purchasing Agent listed on page one (1) and page two (2) of this bid document.

IV. ORDER PLACEMENT AND DELIVERY PROCEDURES

A. **ORDERING PROCEDURES**: The maximum lead time for deliveries is three (3) days. It is the District's preference to have a one (1) day lead time for ordering and delivery for ala carte products. For example, orders placed on Thursday are to be delivered on Friday.

B. **DELIVERY**: Delivery of all products to the individual schools for each school year will be on a scheduled basis. At minimum, one (1) delivery per week shall be made if requested by the cafeteria manager. The exact time and place of delivery for each school cafeteria shall be resolved on an individual basis with deliveries usually from 6:15 a.m. to 10:00 a.m. Bidder will be responsible for the freshness of all products when delivered and date stamped cartons will be utilized to further validate freshness. The Bidder must coordinate changes to the delivery schedule with the cafeteria manager. The Bidder shall have access to the ECSD campuses from 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 shall not preclude the Bidder or the cafeteria manager from making adjustment requests as needed for the convenience of either party upon mutual consent. **Under no circumstances is the product to be left unattended on a loading dock. All product must be delivered during a time when the cafeteria staff is present. This also excludes leaving product with custodial, security staff, or any other non-cafeteria school staff.**

C. **PRODUCT QUALITY**: If the product is not delivered at the proper temperature, the Bidder 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. If applicable, refrigerated and frozen ala carte items will be maintained at the proper temperature of 35F to 38F degrees for cooler (non-frozen) products and 0 (zero) F degree or below. **This shall be evident upon its arrival at the school cafeterias. All frozen food items must arrive in a hard frozen state.** The Bidder shall comply with these mandatory quality specifications. In the event any of the items listed in this bid are not available domestically, the Bidder shall submit complete information, including product origin with this bid.

D. **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.

E. **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 bread products.

- F. **VENDOR PERFORMANCE:** Vendor must maintain an acceptable level of performance throughout the term of the contract and is required to provide fresh bread 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.
- G. **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 affected period.
- H. **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.
- I. **FOOD SAFETY AND RECALLS:** The safety of the food supply is critical to ECSD. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:
1. Provide accurate and timely communication to ECSD regarding a food recall.
 2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 3. Streamline the process for reimbursement for recalled product.
 4. A one page summary of each Bidder’s recall policy and procedures are to be submitted with this bid.
- J. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** All products will be carefully handled and promptly delivered to conform to accepted industry standards. All products must meet all Federal, State, and Local standards for production, contents, purity and general quality, and must be of fresh quality.
- K. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION.** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the Cafeteria Manager, the Food Services Director, the local health department, and/or staff or U.S.D.A. Health Inspector, been for any reason rendered unfit for human consumption, will be refused and returned to the shipper at the shipper’s expense or otherwise disposed of at the direction and expense of the shipper.
- L. **DELIVERY ACCURACY AND PRODUCT QUALITY:** Awarded Bidder 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 ala carte snack products must be delivered fresh, sanitary and in temperature-controlled condition.

- M. **ITEM SUBSTITUTION:** Each item that is delivered must meet the minimum product 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 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. **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. **CAFETERIA COST CENTER NUMBER:** Each Invoice shall list School Cafeteria Cost Center on it. A list of these cost center numbers is included in this document per Attachment A.
- B. **DELIVERY DATES/PERIOD:** Each invoice shall indicate the delivery dates.
- C. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of item quoted on the bid. Unit prices for items shall be recorded in the unit of measure presented in the bid. All invoices shall be accurately extended.
- D. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in quadruplicate; and all three (3) copies must be signed by the cafeteria manager or their authorized representative. The three (3) copies will be distributed as follows and contain the following information:
1. Two (2) copies left with manager at the time of delivery.
 2. One (1) copies returned to vendor.
- E. A list of school cafeterias with contact name and phone number for each school is shown at the back of the bid per Attachment A – School Cost Center and Contact List.
- F. 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.
- G. Do not mail information to individual schools. Except for the school's two (2) copies of the invoices, all other information shall be mailed to the following:

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

VI. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (case, box, pallet) size and the number of portions or containers per case. If the number of containers per case is one (1), then state one (1) in the appropriate box. This information must be filled out even if packaging exactly matches the specifications. See Section III, (J) for policy on imported products. Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirements. If you do not list a minimum shipment requirement on your bid and it is awarded for that item, the District will not honor minimum ship quantities when orders are placed. ****ITEMS #1-3 MAY BE AWARDED AS A LOT****

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
1.	3,000	ea.	<p>100% JUICE, 6 OZ., SHELF STABLE (0570590): Juice, 100%, no added sweeteners. A minimum of 3 flavors is required. Juices must be shelf stable and must include at least 10% daily values for at least 3 vitamins or minerals. No more than 90 calories per 6 oz. Provide complete nutritional and product specifications with your bid.</p> <p><u>Approved Brand(s):</u> Tropicana Minute Maid Dole</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please list all flavors available: 1. _____ 2. _____ 3. _____ 4. _____</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Brand and Product Number Offered: _____</p> <p>Individual Portion Type (bottle): _____</p> <p>Minimum Pack Size (case, pallet,etc): _____</p>			

			<p>Individual Units Per Case/Pack Size:</p> <p>_____</p> <p>Comments:</p>			
2.	150,000	ea.	<p>100% JUICE, 10 OZ., SHELF STABLE (0570590): Juice, 100%. A minimum of 3 flavors is required. Juices must be shelf stable. 100% Juices, must not contain added sweeteners, and must include at least 10% daily values for at least 3 vitamins or minerals. No more than 150 calories per 10 oz. Provide complete nutritional and product specifications with your bid.</p> <p><u>Approved Brand(s):</u> Tropicana Minute Maid Dole</p> <p>Please list all flavors available: 1. _____ 2. _____ 3. _____ 4. _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Brand/Product Number Offered: _____</p> <p>Individual Portion Type (bottle/can etc.): _____</p> <p>Minimum Pack Size (case, pallet,etc): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>Comments:</p>			

3.	3,000	ea.	<p>100% JUICE, BULK, SHELF STABLE (0570590): Juice, 100%. A minimum of 3 flavors is required. Juices must be shelf stable. 100% Juices, must not contain added sweeteners, and must include at least 10% daily values for at least 3 vitamins or minerals. No more than 130 calories per 8 oz. serving. Juice should be packed in 1 gallon plastic or plastic-coated containers. Provide complete nutritional and product specifications with your bid.</p> <p><u>Approved Brand(s):</u> No approved brand(s). Samples required.</p> <p>Please list all flavors available:</p> <p>1. _____ 2. _____ 3. _____ 4. _____</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Brand/Product Number Offered: _____</p> <p>Individual Portion Type (bottle/can etc.): _____</p> <p>Minimum Pack Size (case, pallet, etc): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>Comments:</p>			
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4.	800	cs.	<p>CRANBERRIES, DRIED, 1 OZ PORTION PACK (NEW ITEM, NO ID#): Cranberries, dried with minimal added sugars. No artificial flavors or preservatives. Each ¼ cup serving should provide ½ cup of fruit per Child Nutrition Program. Packed approximately 200/1.16 oz. bags per case.</p> <p><u>Approved Brand(s):</u> No Approved Brand(s)/Samples Required</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product Number Offered</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
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5.	250	cs.	<p>CHIPS, TORTILLA, 2 OZ. (New Item, No ID#): Tortilla chips, whole grain rich, baked, reduced fat. Chips must be individually packaged in approximately 2 oz. servings. Chips must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Chips must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. One serving must meet 2 grains per Child Nutrition Program. Packed approximately 100/2 oz. bags per case.</p> <p><u>Approved Brand(s):</u> No approved brand(s). Samples required.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product Number Offered</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
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6.	750	cs.	<p>MARSHMALLOW SQUARE, CRISPY (0520230): Crispy marshmallow square made with whole grain brown rice. Must be whole grain rich. Square must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Square must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed 4/20 count boxes per case. Minimum unit size of 1.4 oz.</p> <p><u>Approved Brand(s):</u> Kellogg's #38000-11052</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product Number Offered</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
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7.	3,000	cs.	<p>FRUIT CUP, FROZEN SMOOTHIE (New Item, No ID#)</p> <p>Frozen, 100% fruit juice in individually packaged cups. Product must count for ½ cup of fruit per Child Nutrition Programs. Product must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed 84/4.4 oz. per case.</p> <p><u>Approved Brand(s):</u> Whole Fruit: Mango Strawberry Pomegranate #23060030</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product Number Offered</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
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8.	300	pl.	<p>FRUIT PUREE, BULK FROZEN (NEW ITEM, NO ID#): 100% fruit puree and fruit juice, frozen. Variety of flavors should be available, including but not limited to strawberry and peach. Product to meet ¼ cup fruit serving per Child Nutrition Program. Packed in approximately 5 gallon poly-lined pails or freezer-safe plastic bags. Product should have a shelf life of at least 18 months.</p> <p><u>Approved Brand(s):</u> No approved brands. Samples required.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: ___yes___no</p> <p>Trans Fat: _____grams</p> <p>_____</p> <p>Brand/Product Number Offered</p> <p>_____</p> <p>Packed By _____</p> <p>Package Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p>			
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9.	400	cs.	<p>BEEF JERKY, STICKS (New Item, No ID#): Beef jerky sticks with a variety of flavor options preferred. Product should not exceed 150 mg. of sodium per stick. Packed 108 – 216/0.5 oz. sticks per case.</p> <p><u>Estimate based on 108 sticks</u></p> <p><u>Approved Brand:</u> Highland Beef Honey Peppered Beef #OW127 BBQ Flavored Beef #OW137 Honey Peppered Turkey #OW128 BBQ Flavored Pork #WS136</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product Number Offered</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
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10.	1500	cs.	<p>BEEF JERKY, PIECES (New Item, No ID#): Beef jerky pieces, individually packed, with a variety of flavor options preferred. Product should not exceed 200 mg. of sodium per stick. Packed 48/0.85 oz. packages per case.</p> <p><u>Approved Brand:</u> Jack Link's: Original Beef #7721 Teriyaki Beef #7717 Peppered Beef #7719</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving) Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product Number Offered</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
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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 bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

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

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, 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 Invitation To Bids

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 bid, 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 bid.

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 bid 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”, “bid”, 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 bid is submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM P-002
Reference Release Form

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

give 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: _____

SCHOOL COST CENTER AND CONTACT LIST

ATTACHMENT A

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	Kathleen Raughton	492-0975	492-9660
0051	Bellview Elementary	Melanie Grandchamp	941-6067	941-6062
0061	Bellview Middle	Vickie Grant	941-6094	941-6089
0941	Beulah Elementary	Lakysa Tolbert	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	Cumi Thompson	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	Regina Hare	327-4685	
0281	Escambia High	Janet Williams	453-7454	453-9381
0922	Escambia Westgate	Sharon Davis	494-5739	494-5702
0291	Ferry Pass Elementary	Corisa Bonifay	494-5608	494-7480
0301	Ferry Pass Middle	Felicia Williamson	494-5654	494-5653
1281	Global Learning Academy	Angela Anglin	430-7577	
0021	Hellen Caro Elementary	GiGi 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	Sheila Chambers	453-7417	453-7419
1231	Northview High	Regina Hare	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	Kathleen Hebert	937-2237	937-2232
0461	Scenic Heights Elementary	Ivy Salada	494-5637	494-5624
0471	Semmes Elementary	Dianna Weekley	595-6974	595-6977
0491	Sherwood Elementary	Debbie Parkerson	453-7422	453-7466
0501	Suter Elementary	Norma Ramsey	595-6812	595-6819
0521	Tate High	Jon Blim	937-2323	937-2328
0551	Warrington Elementary	Chandra Gorham	453-7427	453-7519
0561	Warrington Middle	Tina Varvouris	453-7440 x236	453-7572

COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
0951	Washington High	Chauncey Rease	494-5679	494-7297
0572	Weis Elementary	Lolita Odom	595-6887	595-6893
1251	West Florida High	Nicole Reed	941-6200 x2174	941-6200 x2136
0581	West Pensacola Elementary	"Ann" Barge	453-7473	453-7470
0853	Woodham Middle	Debbie Buttitta	494-5692	478-2582
0601	Workman Middle	Sharon Horne	494-5669	494-5697