



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT

POSTING DATE:

September 21, 2018

PURCHASING CONTACT & TELEPHONE:

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

BID TITLE:

Cafeteria Equipment

BID NUMBER:

191002

BID OPENING DATE & TIME **Wednesday, October 17, 2018, 1:30 PM CST**

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 invitation are incorporated into your response. A Bid 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, 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 Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified.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 AND AN ORIGINAL, MANUAL SIGNATURE BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR ___

OTHER___(PLEASE SPECIFY___) MINORITY/DISABLED SERVICE VETERANSUPPLIER ___

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 III, SHALL 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 enter into a purchase agreement for equipment and installation services, if needed, for school cafeterias throughout the Escambia County School District (the District) for the period beginning January 1, 2019 through December 31, 2019 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. 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 District reserves the right to add or reduce the estimated quantities based on funding availability. Additional quantities for items may also be purchased at the agreement price at any time during the agreement period. By signing this agreement, you are 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, the Bidder shall make a notation in the comments section for that item. If the Bidder offers a product that is not preapproved in this Bid, you must send the documentation listed below for review by Monday, October 8, 2018, 12:00 PM CST.

-Completed sample form

-Full product specifications including warranty, pictures, and drawings for equipment.

-Reference list with contact name, phone number, and email addresses of at least two (2) cafeterias or restaurants that are currently using the equipment.

Failure to send the required documentation when offering an alternate product will result in your Bid being determined "non-responsive" for that item. Alternate product documentation must be clearly labeled "ALTERNATE PRODUCT FOR BID NUMBER 191002". If planning to submit an alternate, the sample form will be posted on the Purchasing website at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Refer to Section T- Samples and Brand Name on page 5.

QUESTIONS: Due to time constraints, it is recommended that vendors send any questions regarding this solicitation by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Friday, September 28, 2018, 12:00 p.m., Central Standard Time.** Any 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 an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this solicitation will be posted by close of business **Thursday, October 4, 2018.**

The direct link to the Bid Activity Section of the District website is listed below.

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

All inquiries should be sent to:

Allison Watson, Sr. 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 term "Bidder, Vendor, or Contractor" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder 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 subcontracts 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 proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
 - V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the 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 proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the 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/purchasing/bids> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their 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/purchasing/bids>. 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 and School Board Rules. 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. **MODIFICATONS:** Changes to specifications, terms, and conditions must be in writing and by mutual consent of both parties and School Board approval, if needed.
- III. **SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

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

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

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

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

1. **The entire Bid document shall be returned (pages 1 – 51).** The signature on the first page must be an original, manual signature – no fax or email documents will be accepted. In the event that the Bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
2. **Return your original Bid and one (1) copy.** The copy should be a photocopy of your original Bid and there should be no differences 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 copy “COPY.”**
3. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. **These sheets are still requested even if they were already provided with your sample documentation.**
4. **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. Refer to Attachment A.
5. **Department of Agriculture, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** This form (Attachment B) must be signed and returned with the Bid. Failure to return this form will result in your Bid not being accepted.
6. 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. See attached Form Number P- 002 – Attachment C.
7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) 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 (Attachment E) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.
9. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your bid. Failure to return this form may result in your Bid not being accepted.
10. Copy of Bidder's current business license.

C. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.456, 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>. The vendor will provide the District 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.

****For Direct Shipments To The Central Warehouse, Background Screening Requirements Do Not Apply.****

- D. **DISCONTINUED ITEMS:** In the event the producer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the Bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).
- E. **BID QUANTITIES:** Quantities indicated in this Bid are estimates based on prior usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or delete any item or items as it deems appropriate without affecting the Bid pricing or the terms and conditions of the Bid.
- F. **TERM OF AGREEMENT:** The initial term of this agreement will be in effect from January 1, 2019 through December 31, 2019 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. 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.
- G. **EVALUATION CRITERIA:** Bids shall be evaluated by a committee to determine which Bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award(s) will be made using either or both of the following criteria:
1. Line Item by Low Price: Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list or where an alternate product is Bid, was tested and approved by the District upon receipt of sample as detailed in this solicitation. The District reserves the right to reject any Bid with a minimum shipment requirement; therefore, low Bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District. Products approved prior to posting of this Bid are listed in the Specifications and Pricing Section (Section VIII) for each item.
 2. Award by Lot and Compatibility: Aggregate low price for all line items in a similar, compatible lot may be awarded to one (1) Bidder. For example: small and large ice makers would be one lot.

- H. **ALTERNATE PRODUCTS:** Any product not listed as approved in this document will be considered as an alternate Bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if sample documentation is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/ or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample if a written request for approval is sent to the Purchasing Agent list on Page one (1) of this document.
- I. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- J. **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.
 11. Rights to Inventions Made Under a Contract or Agreement (37 CFR 401.2(a)).
 12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
 13. Breach of Contract {2 C.F.R. Appendix II to Part 200 (b)}.

Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

- K. **SPECIFICATIONS:** Bids must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a Bid for an item not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the Bid.
- L. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your Bid for that item.

IV. PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS

- A. **ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering on different kinds and sizes of containers and/or number of units in a shipping case.
 - 1. Any alternate packaging offered must be substantially equivalent **and listed as an alternate Bid**.
 - 2. Changes in packaging and packing offered by the Bidder must be clearly indicated in their Bid and will be given consideration to the extent deemed consistent with the best interests of the schools.
- B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.
- C. **LOT IDENTIFICATION:** All lots shall bear the correct commercial label that conforms to the brand being bid.
- D. **BRAND/TRADE NAME:** Vendor shall indicate in their Bid the brand or trade name by which the product offered is identified.
- E. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in your Bid, unless otherwise specifically approved and authorized.
- F. **SHIPPING CONTAINERS OVER TWENTY-FIVE (25) UP TO FIFTY (50) POUNDS:** The marking of shipping containers packed to more than twenty-five (25) pounds and shall not exceed maximum net weight of fifty (50) pounds as follows:
 - 1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels, they shall be applied to prevent their removal in intact form.

V. ORDER PLACEMENT AND DELIVERY PROCEDURES

- A. **ORDERING PROCEDURES:** No direct ordering of items by individual cafeterias is permitted. All orders for the items in this Bid will be issued to the vendor from the Purchasing Office of the School District of Escambia County. This also applies to any additions, deletions, or other alterations to existing orders.
- B. **SHIPPING/RECEIVING REQUIREMENTS:** Ship-to-location will be listed on each purchase order and the location may be directly to one of the schools or the District's Warehouse. The District's Warehouse is located at 51 East Texar Drive, Pensacola, FL 32503. The District's shipping procedures are listed as follows:
 - 1. **ALL MERCHANDISE SHIPPED CAN NOT EXCEED THE MAXIMUM HEIGHT OF 68" FROM THE BOTTOM OF PALLET TO TOP OF STACK.**

C. **INVOICE SUBMISSION:** All invoices and copies of delivery receipts and statements are to be are to be mailed to:

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

D. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order number, model number, serial number, and color.

VII. SCOPE OF WORK:

Equipment Removal: All used equipment shall be placed on the cafeteria loading dock after removal. The awarded Bidder(s) shall notify the Food Services and Maintenance departments that the equipment has been placed outside. (Only District staff shall remove any equipment from the school site)

Equipment Installation (If Needed):

- The awarded Bidder(s) shall deliver and set in place all equipment at the designated District location(s).
- All commercial equipment installation shall be performed in compliance with all applicable federal, state, and local laws, regulations, and codes.
- All electrical, gas, and water supplies valves shall be furnished, installed, and completed by the Vendor.
- All equipment installations shall be in compliance with the manufacturer's specifications to maintain all applicable warranty status. The Maintenance department will perform a final inspection.
- Any installation issues noted in the final inspection will be corrected by the installing Vendor.
- All existing gas or steam lines shall be capped and leak tested prior to leaving the site.
- A leak test completed form shall be furnished by the District and shall be completed by the Vendor. The form shall be submitted to the District's Maintenance department after any new gas operated equipment has been installed.
- All work shall be coordinated through the District's Maintenance HVAC department.
- Service time schedules must be approved by the Food Services Director.
- The finished installation shall be inspected and must be approved by the District's HVAC department and the Food Services Director.

The awarded Bidder(s) are required to call the Maintenance department at (850) 469-5480 with any questions or concerns.

VIII. SPECIFICATIONS AND PRICING

PLEASE NOTE: Documentation shall be provided if offering a product that is not listed on the approved list. Any deviation from the product or product number listed requires product specifications, references, and warranty information to be submitted for evaluation. Documentation must be received in the Purchasing Office no later than the time and date listed in the Introduction section on page two (2) of this Bid. The unit price must be **all inclusive: product, shipping and handling, etc.** Please provide a separate price for labor and installation charges.

****Award By Lot And Compatibility**:** Aggregate low price for all line items in a similar, compatible lot may be awarded to one (1) Bidder. For example: small and large ice makers would be one (1) lot.

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
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| 1. | 3 | ea. | <p>SHELVING UNITS: Shelving units, 21" wide x 48" long adjustable plastic shelves with removable open grid mats 75-1/2" long posts with foot levelers.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): MetroMax Q series</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 2. | 3 | ea. | <p>MOBILE SHELVING UNITS: Shelving units four (4) 21" wide x 42" long adjustable plastic shelves with removable open-grid mats. Four (4) 63-1/2" long posts. Four (4) 5" diameter urethane swivel casters, two (2) with brakes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): MetroMax Q series</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 3. | 3 | ea. | <p>MOBILE UTENSIL SHELVING UNITS: Mobile utensil shelving units, four (4) 24" wide x 48" long plastic shelves with removable open-grid mats. Four (4) 63" long posts with foot levelers. Four (4) 5" diameter urethane swivel casters, two (2) with brakes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): MetroMax Q series</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 4. | 4 | ea. | <p>WASHER MACHINE, LAUNDRY: Washer machine, white, high efficiency, automatic load balancing, impeller, capacity 4.3 cu ft., large items cycle, deep water wash, maximum spin speed (RPM) 660, water levels, auto-sensing, number of rinse cycles 2, number of rinse temperatures 1 bleach dispenser only, width 27.5 in. depth 28 in. height with open 51.25 approximate weight 135 lbs. power cord included, tub material stainless.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR, FIVE (5) YEARS COMPRESSOR WARRANTY.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Whirlpool WTW5000DW Kenmore 02620232000</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 5. | 4 | ea. | <p>DRYER, LAUNDRY: Dryer, clothes laundry white, four temperature selection, wrinkle free cycle, energy efficient cycle, manual, reversible side swing door width 29 " depth with door closed 27.75", approximate weight lbs.109 UL safety listing, 120/240 volts capacity (7 cu feet), adjustable height, number of cycle selection: 14, powder coated drum, vented.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM THE DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Whirlpool WED5000DW Kenmore 02601200</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 6. | 1 | ea. | <p>RECEIVING TABLE: Receiving table, approximately 30" wide x 72" long (verify space) x 36" high, custom fabricated stainless steel open base type with, under shelf, one (1) drawer, 6" high x 1" wide splash on rear and left or right end (based on location of table).</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 7. | 15 | ea. | <p>DUNNAGE RACK 48" LONG: Dunnage rack 48" long, heavy duty polypropylene construction slotted or solid top, one piece.</p> <p>Number of days from issuance of Purchase Order until delivery: _____</p> <p>Approved Brand(s) or Accepted Alternate(s): Cambro No. DRS480 (48" long)</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 8. | 2 | ea. | <p>MOBILE UTILITY CARTS: Mobile utility carts, heavy duty stainless steel cart with three 21" x 33" shelves. Height 37 3/8 in. with vinyl corner bumpers, swivel casters angled U-shaped frame for increased structural strength capacity 1,000 lbs..</p> <p>Number of days from issuance of Purchase Order until delivery: _____</p> <p>Approved Brand(s) or Accepted Alternate(s): Lakeside No. 944</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 9. | 1 | ea. | <p>ELECTRIC CAN OPENER: Electric can opener, stainless steel construction, heavy-duty/high volume use, "s" cutting speeds, able to open size #10 cans, overall dimensions: depth: 13 3/4", width: 10 5/8", height: 11 3/8".</p> <p>Number of days from issuance of Purchase Order until delivery: _____</p> <p>Approved Brand(s) or Accepted Alternate(s): Edlund No. 270/115</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 10. | 2 | ea. | <p>SLICER: Slicer, 13" Blade size, clean cut knife zero knife exposure, four speed automatic carriage, 120 volt 1/2 hp. 4 speed motor.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery: _____</p> <p>Approved Brand(s) or Accepted Alternate(s): Hobart No. HS7-1 (automatic)</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 11. | 2 | ea. | <p>SLICER STAND MOBILE: Slicer stand mobile equipment, rotating bumpers, 5" diameter casters, two (2) with brakes, width 27.3 in, height 34" depth 31.3", weight 95 lbs..</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Piper No. 331-3424</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 12. | 1 | ea. | <p>TILTING BRAISING PAN, GAS, Tilting braising pan, gas, 40 gallon, double faucet with 60" long spray hose, electric spark ignition, pouring lip strainer, pan carrier.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Groen No. BPM-40G</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 13. | 3 | ea. | <p>CONVECTION OVEN (DOUBLE DECK): Convection oven, dual flow gas system combines direct and indirect heat, two-speed, 3/4 HP convection motor w/ automatic thermal overload protection 55,000 BTU/hour per section. Solid state digital control with LED display, warranty: Two (2) years parts, One (1) year labor, Five (5) years limited warranty on doors approximately 44.3% energy efficiency rating Capacity – up to five (5) full size baking pans in left to right position stainless steel front, solid doors, sides, top, rear panels, and 6"legs, gas manifold for common gas connection.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Blodgett No. DFG-100 (Double) Vulcan</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 14. | 1 | ea. | <p>COMBI OVEN / STEAMER GAS: Combi oven/steamer, gas, holds up to (10) full size sheet pans or (20) full size steam table pans, steam, convection and combination cooking modes, self cooking control Stainless steel exterior and interior 208/240V; natural gas, 170,000 BTU, standard right door hinging, clean jet automatic cleaning system, programmable control panel # UG II stationary equipment stand.</p> <p>MINIMUM TWO (2) YEARS TOTAL PARTS, ONE (1) YEAR LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Rational No. A128206.19E (SCCWE102, gas-heated)</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 15. | 4 | ea. | <p>CONVECTION STEAMER, DOUBLE STACK GAS: Convection steamer, double stack, gas with infrared burners, stainless steel interior and exterior 12"x20"x2-1/2 hotel pan capacity, width 21.75", depth 36.13" height 64.75" pan capacity 10, electronic timer with continuous steam, on-off rocker switch, must be equipped with approved filter for model provided. SmartSteam water treatment kit with two (2) replacement cartridges.</p> <hr/> Brand/Number Offered (Natural Gas) <hr/> Brand/Number Offered (LP) <p>MINIMUM TWO (2) YEARS TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> Number of days from issuance of Purchase Order until delivery: <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Groen No. (2) SSB-5GF (double-stack)</p> <hr/> Brand/Number Offered <p>Comments:</p> | | | |

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| 16. | 1 | ea. | <p>RANGE, TWO BURNERS: Range, two burner, stainless steel open storage base with 6" stainless steel legs, stainless steel back 10" high stainless steel back guard 3/4" rear gas manifold.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Garland No. MST4T</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 17. | 2 | ea. | <p>REACH-IN-REFRIGERATOR: Reach-in refrigerator, stainless steel exterior and interior, 3 adjustable wire shelves, half-height doors hinged on right side, ten (10) sets of stainless steel universal pan slides, width 29 7/8" depth 32" height 83 1/4 " ,temperature range 34-38 degrees F, capacity 24.2 cu. ft..</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Traulsen No. RHT132WUT</p> <hr/> <p>Brand/Number Offered</p> | | | |

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| 18. | 6 | ea. | <p>MOBILE PAN RACKS: Mobile pan racks, utility rack, perimeter bumpers, 5"swivel casters with brakes, fully welded framework of structural aluminum extrusions for rigidity and durability. Reinforced for rough handling, constructed of non-corrosive, hi-tensile aluminum for strength.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternates(s): CresCor No. 207-1820 (end loading)</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 19. | 6 | ea. | <p>MOBILE HOT/PROOF CABINET: Mobile hot/proof cabinet, width 30", depth 34" height 74 ¾ ", 16 amps, 60 hertz, phase 1,120 volts, 2,000 watts cabinet size, full height, silver color construction stainless, steel, clear dutch doors, perimeter bumper, universal pan slides.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Metro C599-SDC-U</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 20. | 1 | ea. | <p>WORK TABLE W/OVERHEAD POT RACK: Work table with overhead pot rack, 30" wide x 72" long x 36" high, custom fabricated stainless steel open base type one (1) drawer under shelf 66" long table-mount 2-bar pot rack.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required.</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 21. | 1 | ea. | <p>MOBILE PLATFORM TRUCK: Mobile platform truck, 24" wide x 36" long.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Rubbermaid No. FG440600</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 22. | 1 | ea. | <p>SAFETY LADDER: Safety ladder, with double rail, steel tubing, climbing angles 59 degrees, steps 7" deep, top platform steps are 10", 20" or 30" deep.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Cotterman No. 1004R1820</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 23. | 1 | ea. | <p>PASS-THRU REFRIGERATOR: Pass-thru refrigerator, half doors, standard hinging, mounted on 6" high masonry curb and 6" high stainless steel adjustable legs on front and rear sides respectively, twenty (20) sets stainless steel universal pan slides to accommodate both 18" x 26" sheet pans and 12" x 20" counter pans, 36" long NEMA 5-20P cord/plug assembly, stainless steel angle trim to conceal cracks between warmer and building wall respectively.</p> <p>Number of days from issuance of Purchase Order until delivery: _____</p> <p>Approved Brand(s) or Accepted Alternate(s): Traulsen No. RHT232NPUT-HHS</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 24. | 1 | ea. | <p>PASS-THRU WARMER: Pass-thru warmer, half doors, standard hinging, mounted on 6" high masonry curb and 6" high stainless steel adjustable legs on front and rear sides respectively, twenty (20) sets stainless steel universal pan slides to accommodate both 18" x 26" sheet pans and 12" x 20" counter pans, 36" long NEMA 14-20P cord/plug assembly, stainless steel angle trim to conceal cracks between warmer and building wall.</p> <p>Number of days from issuance of Purchase Order until delivery: _____</p> <p>Approved Brand(s) or Accepted Alternate(s): Traulsen No. RHF232WP-HHS</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 25. | 1 | ea. | <p>MOBILE COLD FOOD COUNTER: Mobile cold food counter 42" wide x 36" long x 30" high, LTI No. 36-CFMA (stainless steel base type, modified to meet project requirements) standard depth cold pan, with drain shut-off valve to meet NSF requirements, full-length double service buffet food guard with one, pre-wired 24" long fluorescent light fixture with on/off switch, line-up locks for adjacent counters, base panels veneered with plastic laminate (verify pattern/color with ECSD) 5" diameter casters with brakes with 5" minimum clearance for floor mounted outlet box, 72" long NEMA 5-20P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 26. | 1 | ea. | <p>MOBILE COLD FOOD COUNTER: Mobile cold food counter, 42" wide x 50" long x 30" high, LTI No. 50-CFMA (stainless steel base type, (modified to meet project requirements). Standard depth cold pan, with drain shut-off valve to meet NSF requirements, full-length double buffet food guard with one (1) 36" long fluorescent light fixture, line-up lock for adjacent counter, 5" diameter casters with brakes with 5" minimum clearance for floor mounted outlet box, base panels veneered with plastic laminate (verify pattern/color with ECSD), 72" long NEMA 5-20P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 27. | 1 | ea. | <p>MOBILE HOT FOOD COUNTER: Mobile hot food counter, 42" wide x 50" long x 30" high, LTI No. EF3-CPA (stainless steel base type, modified to meet project requirements) Three (3) 12" x 20" die-stamped stainless 208-volt 500-watt steel electric-heated dry/moist food wells with drains, drain manifold, and shut-off valve, full-length double service buffet food guard with end panels, one (1) Hatco No. GRAL-36 120-volt heat lamp with lights (sub-fused) and on/off switch, line-up locks for adjacent counters full-length maintenance access panel on side opposite controls, base panels veneered with plastic laminate (verify pattern/color with ECSD), 5" diameter casters with brakes, 72" long NEMA 14-30P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

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| 28. | 1 | ea. | <p>MOBILE HOT FOOD COUNTER: Mobile hot food counter, 42" wide x 36" long x 30" high, LTI No. EF2-CPA (stainless steel base type, modified to meet project requirements) or approved equal with two (2) 12" x 20" die-stamped stainless steel 120-volt 500-watt electric-heated dry/moist food wells with drains, drain manifold, and shut-off valve, full-length double service buffet food guard with end panels, one Hatco No. GRAL-24 heat lamp with light (sub-fused) and on/off switch, line-up locks for adjacent counters, full-length maintenance access panel on side opposite controls, base panels veneered with plastic laminate (verify pattern/color with ECSD) 5" diameter casters with brakes, 72" long NEMA 5-20P cord/plug assembly.</p> <p>MINIMUM ONE (1) YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands/Full Specifications, References, and Warranty Information Required.</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|---|-------------|-----------------------|-----------------------|
| 29. | 1 | ea. | <p>MOBILE HOT TOP COUNTER: Mobile hot top counter, 42" wide x 50" long x 30" high, LTI No. 50-CPS (stainless steel base type, modified to meet project requirements) or approved equal with thermostatically controlled heated top with two (2) separate elements with on/off switch for each half of counter top, full-length double service buffet food guard with end panels and two (2) Hatco No. GRAL-24 (24" long) heat lamps with lights and on/off switches, line-up locks for adjacent counters, base panels veneered with plastic laminate (verify pattern/color with ECSD), 5" diameter casters with brakes with 5" minimum clearance for floor mounted outlet box, 72" long NEMA 5-20P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|---|-------------|-----------------------|-----------------------|
| 30. | 1 | ea. | <p>MOBILE DUAL SERVICE MILK COOLER: Mobile dual service milk cooler, hold up to sixteen (16) milk crates stainless steel 24.5 cu. ft. width 58" depth 34 3/16" height 48" NEMA 5-20P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Beverage-Air No. STF58-1-S Tru Model #TMC-58-DS</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 31. | 1 | ea. | <p>MOBILE DUAL SERVICE MILK COOLER: Mobile dual service milk cooler, hold up to twelve (12) milk crates stainless steel 20.5 cu. ft. width 49", depth 34 3/16", height 48" NEMA 5-20P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Beverage-Air No. STF49-1-S</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|--|-------------|-----------------------|-----------------------|
| 32. | 1 | ea. | <p>MOBILE DUAL SERVICE MILK COOLER: Mobile dual service milk cooler, hold up to eight (8) milk crates stainless steel 13.6 cu. ft. width 34" depth 31 ½ " height 39 1/2" NEMA 5-20P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Beverage-Air No. ST34N-S</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 33. | 2 | ea. | <p>MOBILE CASHIER COUNTER: Mobile cashier counter, 42" wide x 28" long x 34" high, LTI No. 28-CSE (stainless steel base type, modified to meet project requirements) or approved equal two (2") diameter die-stamped hole in counter top for computer wiring and cables, 1-5/8" diameter stainless steel foot rest, cash drawer with cylinder lock, base panels veneered with plastic laminate (verify pattern/color with ECSD), five (5") diameter casters with brakes</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|--|-------------|-----------------------|-----------------------|
| 34. | 1 | ea. | <p>MOBILE HOT/COLD FOOD COUNTER:: Mobile hot/cold food counter 32" wide x 108" long x 34" high, LTI No. CPT-108-RA (stainless steel base type - modified to meet project requirements): one (1) 120-volt 500-watt hot food well w/drain and individual pre-wired dial thermostat control on right end one (1) two well refrigerated cold pan with drain shut-off valve and on/off switch accessible from front adjacent to left of hot food well, flat top section on left end, 52" long x 23" high hinged single service buffet food guard with pre-wired 36" long fluorescent light fixture with on/off switch, base panels veneered with plastic laminate (verify pattern/color with ECSD), five (5") diameter casters with brakes, six (6") high back splash on rear and left end, solid rear panel, 60" long NEMA L5-20P cord/plug assembly.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|--|-------------|-----------------------|-----------------------|
| 35. | 1 | ea. | <p>ICE MAKER : SMALL Stainless steel evaporator plate placed in an all plastic, rust-proof cabinet with completely sealed in dry zone controls, quarter cylinder cube 1 3/8" wide x 1 3/8" deep x 3/8" high, 240 individual ice pieces per cycle. 1/2 HP air cooled condenser, HFC refrigerant (R-404a) that provides efficient ice production without harmful CFCs that deplete the ozone layer, ice production in lbs. per 24 hours at 70° F air temperature and 50° F water temperature: 300+ lbs./24 hrs, dimensions 22" wide x 24" deep x 28" high. ***Include*** an Everpure/Ice-O-Matic or the suggested filter from the Manufacturer, type Filtration System to assure that ice is free of odors/tastes and that equipment is protected by reducing deposits which adversely affect component efficiency. NSF and UL approved.</p> <p>*** Voltage*** characteristics: When available voltage is present: Use 208/230 volt single phase. If the required voltage isn't available use 115/60/1/17.5 Amp.</p> <p>MINIMUM THREE YEAR PARTS AND LABOR WARRANTY, FIVE YEAR EVAPORATOR, COMPRESSOR AND COMPUTER CONTROL BOARD FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Ice-O-Matic Model ICE # 0400-FA Ice Maker Model # 9795-71 Coarse Filter System</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|---|-------------|-----------------------|-----------------------|
| 36. | 1 | ea. | <p>ICE STORAGE BIN, SMALL: Stainless exterior storage bin with approximately 365 pounds of ice storage capacity in a non-corrosive bin liner with full-width molded plastic door, bin drain located at rear of cabinet, bin insulated on all sides and bottom with formed-in-place polyurethane, stainless steel bin exterior, 6" – 7" adjustable legs, overall dimensions of ice maker and bin on legs: 30" wide x 31" deep x 65 ½ " high.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Ice-O-Matic Model# B55PS Storage Bin</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|---|-------------|-----------------------|-----------------------|
| 37. | 1 | ea. | <p>ICE MAKER: LARGE Stainless steel evaporator plate placed in an all plastic, rust-proof cabinet with completely sealed in dry zone controls, quarter cylinder cube 1 3/8" wide x 1 3/8" deep x 3/8" high, 480 individual ice pieces per cycle. 3/4 HP air cooled condenser, HFC refrigerant (R-404a) that provides efficient ice production without harmful CFCs that deplete the ozone layer, ice production in lbs. per 24 hours at 70° F air temperature and 50° F water temperature: <u>500+ lbs./24 hrs,</u></p> <p>Dimensions: 22" wide x 24" deep x 28" high.</p> <p>***Include*** an Everpure/Ice-O-Matic or the <u>suggested filter from the Manufacturer</u> type filtration system to assure that ice is free of odors/tastes and that equipment is protected by reducing deposits which adversely affect component efficiency. NSF and UL approved.</p> <p>***Voltage*** characteristics: When available voltage is present: Use 208/230 volt single phase. If the required voltage isn't available use 115/60/1/20.5 Amp.</p> <p>MINIMUM THREE YEAR PARTS AND LABOR WARRANTY, FIVE YEAR EVAPORATOR, COMPRESSOR, AND COMPUTER CONTROL BOARD FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Ice-O-Matic Model ICE # 0520-FA Ice Maker Model # 9795-71 K-20 Coarse Filter System</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|---|-------------|-----------------------|-----------------------|
| 38. | 1 | ea. | <p>ICE STORAGE BIN, LARGE: Stainless exterior storage bin with approximately 600 pounds of ice storage capacity in a non-corrosive bin liner with full-width molded plastic door, bin drain located at rear of cabinet, bin insulated on all sides and bottom with formed-in-place polyurethane, stainless steel bin exterior, 6" – 7" adjustable legs, overall dimensions of ice maker and bin on legs: 22" wide x 31" deep x 78" high.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Ice-O-Matic Model# B-42PS Storage Bin</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |
| 39. | 1 | ea. | <p>ICE MACHINE (NUGGET ICE) W/STORAGE BIN: Ice Machine (nugget ice) with storage bin, with water filter sized for ice production capacity, compactable storage bin.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): Scotsman No. N0422A -1</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|--|-------------|-----------------------|-----------------------|
| 40. | 1 | ea. | <p>MOBILE WORK TABLE: Mobile work table, 30" wide x 72" long x 36" high, custom fabricated stainless steel open base type, one (1) drawer, under shelf, four (4) 5" diameter heavy-duty urethane casters with brakes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|--|-------------|-----------------------|-----------------------|
| 41. | 1 | ea. | <p>BAKER'S TABLE W/SPICE SHELF: 30" wide x 84" long x 36" high, custom fabricated stainless steel open base type with 1" thick Rich-lite top w/6" high splash on rear, left & right ends, 12" wide x 84" long stainless steel over shelf mounted on tubular uprights 15" above top, open shelf on left end for mobile ingredient bins, tier of three (3) drawers on right end.</p> <p>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

| ITEM: | QTY: | UNIT: | DESCRIPTION: | UNIT PRICE: | INSTALL/ LABOR PRICE: | EXTENDED TOTAL PRICE: |
|-------|------|-------|--|-------------|-----------------------|-----------------------|
| 42. | 1 | ea. | <p>WORK TABLE: Work table, 60" wide x 11'-0" long x 36" high, custom fabricated stainless steel open base type with four (4) drawers, under shelf, four, NEMA 5-20R receptacles in backsplash.</p> <p>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p>Approved Brand(s) or Accepted Alternate(s): No Approved Brands - Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p> | | | |

ATTACHMENT A

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

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR'S SIGNATURE

ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

Instructions for Certification

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a 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 Non-procurement List.
8. 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.
9. 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.

ATTACHMENT C

**FORM P-002
Reference Release Form**

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

Authorizing Signature: _____

| 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: | |

ATTACHMENT D

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

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

By _____

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

Notary Public (Signature)

My Commission Expires:

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

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:

A. Keep and maintain public records required by the School Board 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.myflorida.com/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 School Board. 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.

B. Upon request from the School Board's custodian of public records, provide the School Board 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 School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

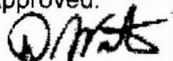
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board 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 School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

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 BOARD 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 School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

