

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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

March 15, 2019

PURCHASING CONTACT & TELEPHONE:

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

RFP TITLE:

Bread for Direct Delivery to School Cafeterias (RE-ISSUE)

RFP NUMBER:

192602

RFP OPENING DATE & TIME: **Friday, April 5, 2019, 1:30 p.m. CST**

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the **School District's Purchasing Office at 75 N. Pace Blvd. Pensacola, Florida, 32505** by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE ___ BIDNET ___ DEMAND STAR ___ PRIME VENDOR ___
OTHER (PLEASE SPECIFY _____) MINORITY/DISABLED SERVICE VETERAN SUPPLIER _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. **I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA MAY RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this proposal is to establish an agreement for the direct delivery of bread products to school cafeterias in the Escambia County School District. The initial term of the agreement shall be from June 1, 2019 through May 31, 2020 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option, if exercised, shall be in effect for the period of June 1, 2020 through May 31, 2021. All pricing, terms, and conditions shall be fixed 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 dates and quantities. However, the District reserves the right to reduce the number of shipments and/or purchase additional quantities at the agreement price at any time during the agreement period. By signing this agreement, the Responder is agreeing to honor your proposal'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 RFP, you must send a sample for review by Wednesday, March 27, 2019, 12:00 PM, CST. Failure to send a full case quantity sample in its original packaging and the required documentation when offering an alternate product will result in your proposal being determined "non-responsive" for that item. Unmarked boxes or bags containing loose samples are not accepted. Samples should be clearly labeled: "SAMPLE FOR RFP NUMBER #192602."
The District will be closed on Friday, March 22. Please schedule sample shipments accordingly.

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. Refer to Paragraph T – Samples and Brand Names on page 5.

QUESTIONS: Due to time constraints, it is recommended that Responders send questions in a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Thursday, March 21, 2019, 12:00 p.m., Central Standard Time.** Changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each Responder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if any Addenda has been issued and to obtain such Addendum. Any addendum and answers to any questions received concerning this proposal will be posted by the close of business on **Friday, March 29, 2019.** 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 RFP. Vendors are expected to utilize this representative for **ALL** Information regarding this RFP. **Vendors who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.**

II. GENERAL TERMS AND CONDITIONS.

NOTE: The terms "Responder, Vendor, and Contractor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

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

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

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

who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

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

are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com> at least five workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this proposal.

- BB. **MODIFICATIONS:** Changes to terms and conditions must be in writing and by mutual consent of both parties and School Board approval, if needed.
- CC. **DISCONTINUED ITEMS:** In the event the producer/supplier replaces the specified products with a new product, the Responder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the RFP 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).
- III. **SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
- A. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.**
1. **The entire RFP document (pages 1 - 32) must be returned when offering.** The signature on the first page must be an original signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder must initial the change(s). Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive proposal.
 2. **Return your original RFP document and one (1) copy.** The copy must be a photocopy of your original proposal and there shall be no difference in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. **Please mark copy "COPY". RFP documents may be printed double-sided with left margin, book-style binding.**
 3. Copy of Responder's current business license.
 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 your proposal. Failure to return this form will result in your proposal 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. Refer to Attachment C - Form Number P-002.
 7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
 8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
 9. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.

10. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST:** This form (Attachment G) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
11. **Responder'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.
12. A one-page summary of each Responder's recall policy and procedures.

- B. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- C. **DEFAULT:** The awarded Responder 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 my 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 #2 red dye, is to be offered on this RFP.
- E. **DELIVERY:** The delivery of all bread products to the individual schools for the school year will be on a scheduled basis as ordered by each cafeteria manager. The exact time and place of delivery for the school cafeterias shall be determined by each school with deliveries usually occurring from 6:15 a.m. to 10:00 a.m. The Responder will be responsible for the freshness of all products when delivered and date stamped cartons will be utilized to further substantiate freshness. For fresh bread products, it is the District's preference to have a two (2) days lead time for ordering and delivery. For example, orders placed on Monday are to be delivered on Thursday. For frozen bread products, it is the District's preference to have a one (1) week lead time for ordering and delivery. For example, orders placed on Monday are to be delivered on the following Monday.
- F. **RESPONDER QUALIFICATIONS:** Proposals will only be considered from commercial distributors who meet the qualifications listed below. Responders must 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 RFPs where evidence submitted or investigation and evaluation indicates inability of the Responder to perform. The decision as to whether a Responder meets the qualifications stated below is at the sole discretion of the District.

1. Responder must be currently engaged in distributing commercial foods to the food service and/or retail trades.
 2. Responder must have or have access to and utilize temperature controlled warehouse facilities capable of holding temperatures at fifty (50) to seventy (70)^o F degrees for fresh bread products and zero (0) to ten (10)F degrees for frozen bread products.
 3. Responder must have or have access to and will utilize a fleet of mechanically temperature controlled trucks or truck compartments capable of holding air temperatures at fifty (50) to seventy (70)^oF degrees for fresh bread products and zero (0) to ten (10)F degrees for frozen bread 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 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 bread 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 Responder(s) shall appoint a person to act as a primary contact for the School Food Services Office. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and conditions of this agreement.
- J. **BUY AMERICAN PROVISION:** As a participation sponsor in the USDA's National School Lunch and School Breakfast Programs, the School District of Escambia County, Florida and School Food Services Department must adhere to the "Buy American" 7 CFR Part 210.21(d) provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines "domestic commodity or products" as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, other than items normally not produced in the United States commercially, the vendor should make every effort to purchase 100% domestic products.
- K. **INCOMPLETE BID INFORMATION:** Failure to submit a completed proposal on an item prevents any consideration of your proposal on that item.
- L. **IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.
- M. **MINIMUMS:** The Responder 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. **RFP QUANTITIES:** Quantities indicated in this RFP are estimates based on prior year usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- P. **TERM OF AGREEMENT:** All pricing, terms, and conditions of this purchasing agreement shall be fixed for the entire term(s) of this agreement. The initial term will be effective from June 1, 2019 to May 31, 2020 with one (1) year renewal option available upon mutual consent of both parties and School Board approval. If the Responder does not wish to exercise a renewal option, the District shall receive written notification ninety (90) days prior to the renewal date.
- Q. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this proposal with District personnel involved with or related to this proposal, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responder’s offer.
- R. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this proposal, by signing this proposal, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
 8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
 9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
 10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

11. Right 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 CFR 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>

- S. **INDEMNIFICATION:** The School Board of Escambia County, Florida agrees to indemnify the awarded Responder(s) to the extent and only to the extent of the limits set forth in 768.28(5), 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.
- T. **RESPONDER EXPERIENCE:** Responders shall provide documentation of applicable license, certification, and certification, and/or commercial experience. The Escambia County School District reserves the right to request updated information or re-verification of Responder's license and documentation at any time during the contract period.
- U. **AWARD CRITERIA:** The award will be based on Quality, Service, Value Added Service, and Price. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. If it is in the District's best interest, the District may select the two Responders with the highest points to be recommended for the RFP awards.
1. **QUALITY.** (30 pts.) All bread products shall be free from any foreign matter. The aroma shall be fresh without a musty, metallic, or sour smell. The bread products shall have a pleasant and acceptable taste. All bread products must meet all Federal, State, local regulations and standards for production, contents, purity, whole grain-rich content, enrichment, and weight. All bread products shall meet the highest commercial grade. **All frozen bread products must arrive in a hard frozen state.** All bread products are to be delivered with no evidence of damage. Bread products shall be wrapped or packaged in clean, food grade, waxed paper or in food grade polythene bags or any other suitable non-toxic food grade wrapper to preserve freshness. It is the District's preference for fresh bread products to have a minimum shelf life of ten (10) days. A Responder's past performance for the District may be considered.
 2. **SERVICE.** (20 pts.) The Responder that receives an award under this proposal shall treat each of the ordering facilities covered under the award period as one of their best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customer covered under this award period. All products shall be delivered to individual delivery points (unless otherwise noted). No substitutions will be accepted unless authorized by the District's Food Services Management Office. **Please provide the location(s) of the bakeries that will serve the District.** The District is requesting direct delivery at a minimum of two (2) days per week for fresh bread products and one (1) day per week for frozen bread products. A Responder's past performance for the District may be considered.

3. **VALUE ADDED SERVICE.** (10 pts.) Please indicate what type of Value Added Services (i.e. any service that will provide additional knowledge and assistance from the vendor to the customer that will help increase customer satisfaction, such as on-line ordering, marketing materials, nutrition educational materials) your company can provide to the District. The Responder shall clearly detail procedures and frequency of customer support/service visits plan to each customer. The Responder shall submit it with your proposal response.
4. **TOTAL PRICE.** (40 pts.) The best response will receive the highest number of points for total pricing with all other responses receiving an amount less than the maximum points.

IV. SCOPE OF WORK OR SERVICES

- A. **PRODUCT QUALITY:** Refer to above Section U - Award Criteria, #1- Quality. If a product is rejected due to quality issues, the Responder is required to redeliver the product on the same day or early in the morning of the next school day based on the customer's needs. This is a mandatory procedure. In the event any of the items listed in this RFP are not available domestically, the Responder shall submit complete information including product origin with your proposal.
- B. **PRODUCT AVAILABILITY:** If, for any reason item(s) ordered by a cafeteria cannot be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one (1) day prior to scheduled delivery date and the Responder should offer substitution options.
- C. **REJECTION PROCEDURES:** The School District and Cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this RFP. 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 non-conforming breadproducts.
- D. **RESPONDER PERFORMANCE:** The Responder 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.
- E. **ACT OF GOD:** The Responder shall have a plan for distribution of unused product in the event of an "Act of God," such as hurricane, etc., where the Responder 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 Responder's facilities are affected by an Act of God (i.e. hurricane, etc.) and the Responder cannot deliver when scheduled, the Responder should notify the School Food Services Office at their first opportunity so the District can make other arrangements for the effected period.
- F. **QUALITY CONTROL/RECALL:** Quality Control Reports are an internal tool used by school cafeteria managers to communicate to the School Food Services Office issues regarding service, quality of product, contamination, and so forth. Quality Control Reports addressing contamination or any other urgent issues must be responded to immediately by the vendor in writing. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within seven (7) calendar days of notification.
- G. **FOOD SAFETY AND RECALLS:** Ensuring the safety of the food supply is critical to ECSD. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:

1. Provide accurate and timely communication to ECSD regarding a food recall.
 2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 3. Streamline the process for reimbursement for recalled product.
 4. A one page summary of each Responder's recall policy and procedures are to be submitted with this proposal.
- H. **DELIVERY:** Fresh bread deliveries shall be made, at minimum, two (2) times per week between 6:15 a.m. and 10:00 a.m., if the cafeteria staff is on duty. Frozen bread deliveries shall be made one (1) time per week. For fresh bread products, any delivery frequency under two (2) times per week must be approved by the School Food Services Office and will be communicated to the Responder by email from the School Food Services Office, with a copy of each notification going to the Purchasing Department. The Responder must accept delivery change by return email to Food Services Office, with copy to Purchasing. This document will become part of the contract agreement. Any future change in delivery frequency must also go through the same process. Access to District campuses will be Monday through Friday, except school holidays, partial or unscheduled closing days. When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day or the prior school day. This does not preclude the Responder or the cafeteria manager from making periodic adjustment requests for convenience of either party providing both parties are in agreement. Such changes should be rare and reasonable in nature. **Under no circumstances, bread products are not to be left unattended on a loading dock. All products must be delivered during a time when cafeteria staff is present. Delivery products shall not be left with custodial, security, or any other non-cafeteria school staff.** Any request for change in delivery service or receiving personnel must be submitted in writing to the Escambia County Food Services Management Department.
- I. **DELIVERY ACCURACY AND PRODUCT QUALITY:** Awarded Responder 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 bread products must be delivered fresh, sanitary and in temperature-controlled condition.
- J. **ITEM SUBSTITUTION:** Each item that is delivered must meet the minimum bread specifications and be the price and pack size that is offered in your proposal. Changes in pack size due to unavailability shall be allowed if 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 no later than twenty-four (24) hours prior to delivery.** Excessive occurrences of out-of-stock items may be cause for contract cancellation.
- K. **BREAD RACKS:** Bread racks are to be delivered in clean condition, free of debris. **Empty racks must be removed when deliveries are made. Two (2) sets of dollies shall be provided for each school prior to school opening. Upon award, the successful Responder will be provided a calendar showing school start dates, holidays, and other closed school dates. District calendars may be requested at any point by the Responder by contacting the Food Services Department at 850-469-5635.**
- 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 Responders must adhere to the following instructions:
- A. **CAFETERIA COST CENTER NUMBER:** Each Invoice shall list the School Cafeteria Cost Center on it. A list of these cost center numbers is on Attachment H
 - 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 offered on their proposal. Unit prices for items shall be recorded in the unit of measure presented in the RFP. All invoices shall be accurately extended.
- D. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in triplicate; 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) copy returned to vendor.
 3. A list of school cafeterias with contact name and phone number for each school is on Attachment G – School Cost Center and Contact List.
 4. The Responder 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 thirty (30) days after the invoices/statements are received in the Food Service Accounting Office.
 5. **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
75 N. Pace Blvd.
Pensacola, FL 32505

VI. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (case or package) 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, Special Conditions, Item K for policy on imported products.** Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirement. If you do not list a minimum shipment requirement on this bid and you are awarded that item, the District will not honor minimum ship quantities when orders are placed. ****Where there is more than one (1) selection for a product, it will be indicated using the term "OR". For example: fresh or frozen. It is the District's intention to only award one of the selections at the quantity listed.****

Item:	Qty:	Unit:	Description:	Unit Cost:
			<p align="center">ITEMS #1-6 MAY ALSO BE AWARDED AS A LOT</p>	
1.	7,000	loaf	<p>BREAD, WHOLE WHEAT, KING (0520020): Bread, fresh or frozen, whole wheat, sliced to measure approximately 4" x 4-1/2". Minimum weight 28 grams per slice. Each bread slice must provide at least one (1) grain per Child Nutrition Program. Sodium not to exceed 150 mg per slice. Bread must be produced using both "white" flour and 51% whole wheat. <u>Whole wheat flour must be the first listed ingredient.</u></p> <p>Estimated Quantity Based On (27) Slices Per Loaf</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Fresh: Sara Lee/Earthgrains #3239 Colonial Institutional #8958 Roman Meal #302-1590-0</p> <p>Frozen: Anytime Baking #20100</p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p> <p>_____ Brand/Number Offered (Fresh Bread)</p> <p>_____ Brand/Number Offered (Frozen Bread)</p> <p>_____ Packed By</p> <p>Comments:</p>	<p align="center">Fresh</p> <hr/> <p align="center">Minimum Pack Size</p> <hr/> <p align="center">Full Pack Size</p> <p align="center">OR</p> <p align="center">Frozen</p> <hr/> <p align="center">Minimum Pack Size</p> <hr/> <p align="center">Full Pack Size</p> <hr/>

Item:	Qty:	Unit:	Description:	Unit Cost:
2.	70,000	pkg.	<p>HAMBURGER ROLLS, WHOLE WHEAT (0520051): Hamburger roll, fresh or frozen, whole wheat, sliced to measure approximately 3- 7/8" in diameter. Each bun must provide at least two (2) grains per Child Nutrition Program. Minimum weight 56 grams per roll. Sodium not to exceed 280 mg per roll. Rolls must be produced using both enriched "white" flour and 51% whole wheat flour to give the taste and texture of a traditional all "white" roll. <u>Whole wheat flour must be the first listed ingredient.</u></p> <p>Estimated Quantity Based On (30) Buns Per Package</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Fresh: Sara Lee/Earthgrains #41064</p> <p>Frozen: Anytime Baking #20300 Sky Blue Bakery #WGHAM168</p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p> <p>_____ Brand/ Number Offered (Fresh Bread)</p> <p>_____ Brand/ Number Offered (Frozen Bread)</p> <p>_____ Packed By</p> <p>Comments:</p>	<p>Fresh</p> <hr/> Minimum Pack Size
				Full Pack Size
				OR
				Frozen
				Minimum Pack Size
				Full Pack Size

Item:	Qty:	Unit:	Description:	Unit Cost:
3.	7500	pkg.	<p>HAMBURGER SLIDER ROLLS, WHOLE WHEAT (0520060): Hamburger rolls, fresh or frozen, whole wheat, small sized for "sliders", approximately 3" in diameter. Minimum weight 28 grams per roll. Each roll must provide at least one (1) grain per Child Nutrition Program. Sodium not to exceed 150 mg per roll. Rolls must be produced using both enriched "white" flour and 51% whole wheat flour to give the taste and texture of a traditional all "white" roll. <u>Whole wheat flour must be the first listed ingredient.</u></p> <p>Estimated Quantity Based On (24) Buns Per Package.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Fresh: Sara Lee/Earthgrains #5538</p> <p>Frozen: Hadley #351</p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p> <p>_____ Brand/ Number Offered (Fresh Bread)</p> <p>_____ Brand/ Number Offered (Frozen Bread)</p> <p>_____ Packed By</p> <p>Comments:</p>	<p>Fresh</p> <hr/> Minimum Pack Size
				Full Pack Size
				OR
				Frozen
				Minimum Pack Size
				Full Pack Size

Item:	Qty:	Unit:	Description:	Unit Cost:
4.	9,000	pkg.	<p>FRANKFURTER ROLLS, WHOLE WHEAT (0520071): Frankfurter roll, fresh or frozen, whole wheat, standard sized, 6" in length. Minimum weight (56) grams per roll. Each roll must provide at least two (2) grains per Child Nutrition Program. Sodium not to exceed 280 mg of sodium per roll. Rolls must be produced using both enriched "white" flour and 51% whole wheat flour to give the taste and texture of a traditional all "white" roll. <u>Whole wheat flour must be the first listed ingredient.</u></p> <p>Estimated Quantity Based On (16) Buns Per Package</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Fresh: Sara Lee/Earthgrains #41060</p> <p>Frozen: Anytime Baking #20200 Sky Blue Bakery #WGHOT188</p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p> <p>_____ Brand/Number Offered (Fresh Bread)</p> <p>_____ Brand/Number Offered (Frozen Bread)</p> <p>_____ Packed By</p> <p>Comments:</p>	<p>Fresh</p> <hr/> Minimum Pack Size
				Full Pack Size
				OR
				Frozen
				Minimum Pack Size
				Full Pack Size

Item:	Qty:	Unit:	Description:	Unit Cost:
5.	11,000	pkg.	<p>HOAGIE ROLL, WHOLE GRAIN (0520170): Hoagie roll, fresh or frozen, whole grain, 6", split, to be used for submarine sandwiches. Minimum weight 56 grams per roll. Each roll must provide at least two (2) grains per Child Nutrition Program. Sodium level not to exceed 360 mg per roll. Rolls must be produced using both enriched "white" flour and 51% whole wheat flour to give the taste and texture of a traditional all "white" roll. <u>Whole wheat flour must be the first listed ingredient.</u></p> <p>Estimated Quantities Based On (24) Rolls Per package.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Fresh: Sara Lee/Earthgrains #41061</p> <p>Frozen: Anytime Baking #20303 Sky Blue Bakery #WGSUB612</p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p> <p>_____ Brand/Number Offered (Fresh Bread)</p> <p>_____ Brand/Number Offered (Frozen Bread)</p> <p>_____ Packed By</p> <p>Comments:</p>	<p style="text-align: center;">Fresh</p> <hr/> <p style="text-align: center;">Minimum Pack Size</p> <hr/> <p style="text-align: center;">Full Pack Size</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">Frozen</p> <hr/> <p style="text-align: center;">Minimum Pack Size</p> <hr/> <p style="text-align: center;">Full Pack Size</p>

Item:	Qty:	Unit:	Description:	Unit Cost:
6.	82	cs.	<p>FLOUR TORTILLAS, WHOLE GRAIN (0512081): Flour tortilla, fresh or frozen, whole grain rich, soft taco style, approximately 9-10" in diameter. Minimum weight 56 grams per tortilla. Each tortilla should provide at least two (2) grains per Child Nutrition Program. Sodium level not to exceed 350 mg. per tortilla wrap. <u>Whole wheat flour must be the first listed ingredient.</u> Packed a minimum of 6-8 tortillas per pack. 16 packs per case.</p> <p>Estimated Quantity Based On (6) Tortillas Per Pack</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Fresh: Mission #4277</p> <p>Frozen: Azteca #06909</p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p> <p>_____ Brand/Number Offered (Fresh Bread)</p> <p>_____ Brand/Number Offered (Frozen Bread)</p> <p>_____ Packed By</p> <p>Comments:</p>	<p style="text-align: center;">Fresh</p> <hr/> <p style="text-align: center;">Minimum Pack Size</p> <hr/> <p style="text-align: center;">Full Pack Size</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">Frozen</p> <hr/> <p style="text-align: center;">Minimum Pack Size</p> <hr/> <p style="text-align: center;">Full Pack Size</p>

DRUG FREE WORKPLACE

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

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

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

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

Vendor's Signature _____

U.S. Department of Agriculture

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

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

Before Completing Certification, Read Instructions On The Following Page

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

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

Organization Name

PR/Award Number or Project Name

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

Signature

Date

Instructions for Certification

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

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

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

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

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

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

A participant in a covered transaction may 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: _____

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

NON-COLLUSION AFFIDAVIT

State of _____

Contract/RFP No. _____

County of _____

I state that I am the _____ of _____
(Title) (Name of Firm)

and I am authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s) guarantees and the total financial commitment represented in this RFP/bid response.

I state that:

- (1) The price(s) and amount of this RFP/bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this RFP/bid, and neither the approximate price(s) nor approximate amount of this RFP/bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before RFP/bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a RFP/bid higher than this RFP/bid, or to submit any intentionally high or noncompetitive RFP/bid or other form of complementary RFP/bid.
- (4) The RFP/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive RFP/bid.
- (5) _____, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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.

(Authorized Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ **DAY**

OF _____ **, 20**__

NOTARY PUBLIC

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.

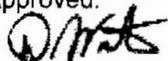
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

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:

Florida Statutes
287.135

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Company Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Company Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Print Name and Title: _____

SCHOOL COST CENTER AND CONTACT LIST

ATTACHMENT H

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

AREA MANAGER	COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
Donna Burks	1221	Bailey Middle	Kathleen Raughton	492-0975	492-9660
Donna Burks	0051	Bellview Elementary	Melanie Grandchamp	941-6067	941-6062
Debbie Williamson	0061	Bellview Middle	Vickie Grant	941-6094	941-6089
Debbie Williamson	0941	Beulah Elementary	Lakysa Tolbert	941-6187	941-6183
Debbie Williamson	1291	Beulah Middle	Debbie Buttitta	316-3866	941-6008
Donna Burks	1241	Blue Angels Elementary	Stephanie Bass	453-7403	457-6954
Donna Burks	0101	Bratt Elementary	Jackie Thomas	327-6154	327-4879
Susan Lashley	0111	Brentwood Elementary	Ron Mixon	595-6805	595-6802
Donna Burks	0671	Brown Barge Middle	Seann Ryan (Asst. Mgr.)	494-5646	494-5699
Donna Burks	2106	Byrneville Charter	Jackie Thomas	256-6350	
Susan Lashley	0191	Cook Elementary	Cumi Thompson	595-6824	595-6823
Debbie Williamson	0231	Cordova Park Elementary	Alicia Walker (Asst. Mgr.)	595-6839	595-6835
Cheryl Null	0271	Ensley Elementary	Anita Heard	494-5602	494-5603
Donna Burks	0541	Ernest Ward Middle	Susan Steadman (Asst. Mgr.)	327-4685	221
Donna Burks	0281	Escambia High	Janet Williams	453-7454	453-9381
Debbie Williamson	0922	Escambia Westgate	Sharon Davis	494-5739	494-5702
Susan Lashley	0291	Ferry Pass Elementary	Corisa Bonifay	494-5608	494-7480

AREA MANAGER	COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
Susan Lashley	0301	Ferry Pass Middle	Felicia Williamson	494-5654	494-5653
Donna Burks	1281	Global Learning Academy	Angela Anglin	430-7577	
Donna Burks	0021	Hellen Caro Elementary	Socorro (Gigi) Deluna	492-5323	492-3592
Susan Lashley	0602	Holm Elementary	Heather Henderson	494-5614	494-7290
Debbie Williamson	0031	Jim Allen Elementary	Kathleen Hebert	937-2271	937-2269
Susan Lashley	1311	Kingsfield Elementary	Lezie McLaughlan (Asst. Mgr.)	937-5213	937-2205
Susan Lashley	0771	Lincoln Park Elementary	Talia Henderson (Asst. Mgr.)	494-5622	494-7481
Debbie Williamson	1201	Lipscomb Elementary	Sharon Davis	494-5723	494-5722
Donna Burks	0863	Longleaf Elementary	Sherry Flynn	941-6121	941-6112
Debbie Williamson	0921	McArthur Elementary	Gayle MacVaugh	494-5627	494-5707
Donna Burks	0741	McMillan Pre-K	Angela McGee	595-6936	595-6944
Debbie Williamson	1261	Molino Park Elementary	Ginger Smith (Asst. Mgr.)	587-5039	587-2340
Susan Lashley	0361	Montclair Elementary	Angela McGee	595-6970	595-6968
Donna Burks	0371	Myrtle Grove Elementary	Altheea (Darcy) Carter	453-7413	453-7740
Donna Burks	0381	Navy Point Elementary	Ruth Stricker	453-7417	453-7419
Donna Burks	1231	Northview High	Regina Hare	327-4503	327-6106
Donna Burks	0391	Oakcrest Elementary	Crystal Prior	595-6985	595-6988
Debbie Williamson	0411	Pensacola High	Carolyn Sparks	595-1523	595-1519

AREA MANAGER	COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
Susan Lashley	0862	Pine Forest High	Virginia Mattox	941-6160	941-6163
Susan Lashley	0441	Pine Meadow Elementary	Tonja Holland	494-5632	494-7318
Donna Burks	0451	Pleasant Grove Elementary	Linda Pierce	492-4319	492-6991
Susan Lashley	0221	Ransom Middle	John Guy	937-2237	937-2232
Susan Lashley	0461	Scenic Heights Elementary	TBA	494-5637	494-5624
Susan Lashley	0471	Semmes Elementary	R. Ed Carroll (Asst. Mgr.)	595-6974	595-6977
Susan Lashley	0491	Sherwood Elementary	Debbie Parkerson	453-7422	453-7466
Debbie Williamson	0501	Suter Elementary	Na'Keil Lovelace	595-6812	595-6819
Susan Lashley	0521	Tate High	Jon Blim	937-2323	937-2328
Debbie Williamson	0551	Warrington Elementary	Chandra Gorham	453-7427	453-7519
Debbie Williamson	0561	Warrington Middle	Tina Varvouris	453-7440 x236	453-7572
Debbie Williamson	0951	Washington High	Dianna Weekley	494-5679	494-7297
Donna Burks	0572	Weis Elementary	Lolita Spellman	595-6887	595-6893
Donna Burks	1251	West Florida High	Nicole Reed	941-6200 x2174	941-6200 x2136
Debbie Williamson	0581	West Pensacola Elementary	Lenora (Ann) Barge	453-7473	453-7470
Michelle Vaughn	0601	Workman Middle	Sharon Horne	494-5669	494-5697