



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

**INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT**

POSTING DATE:

**April 19, 2023**

PURCHASING CONTACT & TELEPHONE:

**Shelby Stidham (850) 469-6210**

[sstidham@escdfc.us](mailto:sstidham@escdfc.us)

BID TITLE:

**Cafeteria Equipment**

BID NUMBER:

**231602**

BID OPENING DATE & TIME **Thursday, May 11, 2023, 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 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 "ITB Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "ITB Number" and the "ITB 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 Proposals may not be withdrawn for a period of sixty (60) days after the ITB opening unless otherwise specified. **If submitting electronically, Bidders shall submit their response on BidNetDirect.com.** ITBs may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: ) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE \_\_\_\_\_ BIDNET \_\_\_\_\_ DEMAND STAR \_\_\_\_\_ PRIME VENDOR \_\_\_\_\_

OTHER \_\_\_\_\_ (PLEASE SPECIFY \_\_\_\_\_) MINORITY \_\_\_\_\_ WOMEN-OWNED \_\_\_\_\_ SERVICE-DISABLED VETERAN \_\_\_\_\_

**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 July 1, 2023 through June 30, 2024 with two (2), one-year renewal options upon mutual consent of both parties and School Board approval. All existing terms and conditions, except pricing, 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.

**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, May 1, 2023, 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 231602”.** 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 **Wednesday, April 26, 2023, 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 **Friday, April 28, 2023.**

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:

Shelby Stidham, Purchasing Agent  
Purchasing Department  
Escambia County School District  
75 N. Pace Blvd. Pensacola, FL 32505  
Email: [ssidham@ecsdfl.us](mailto:ssidham@ecsdfl.us)

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, Respondent 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 – 56).** The authorized signature on the first page must be an original or electronic 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.
11. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST:** This form (Attachment G) must be signed and returned with your bid. Failure to return this form may result in your bid not being accepted.
12. **E-VERIFY:** This form (Attachment H) must be signed and returned with your bid. Failure to return this form



may result in your bid not being accepted.

13. **RESPONDER'S VALUE-ADDED SERVICE PROPOSAL:** This should include, but not limited to, information for customer service regarding turnaround time, ordering errors, marketing materials, and display racks, if applicable.
  14. **RESPONDER'S RECALL POLICY:** A one-page summary of each Responder's recall policy and procedures with vendor contact information.
  15. **USDA CIVIL RIGHTS STATEMENT:** By submitting a Bid, Vendor agrees to comply with this form (Attachment I). It must be returned with your Bid response. Failure to return this form may result in your Bid not being accepted.
  16. **PURCHASES/BUY AMERICAN:** By submitting a Bid, Vendor agrees to comply with this form (Attachment J). It must be returned with your response. Failure to return this form may result in your Bid not being accepted.
  17. **CERTIFICATION REGARDING LOBBYING:** By submitting a Bid, Vendor agrees to comply with this form (Attachment K). It must be returned with your response. Failure to return this form may result in your Bid not being accepted.
  18. **DISCLOSURE OF LOBBYING ACTIVITIES:** By submitting a Bid, Vendor agrees to comply with this form (Attachment L). Failure to return this form may result in your Bid not being accepted.
  19. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I:** By submitting a Bid, Vendor agrees to comply with this form (Attachment M). Failure to return this form may result in your Bid not being accepted.
- 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 July 1, 2023 through June 30, 2024 with two (2), one-year renewal options 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)}.
14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].

For Small, Minority/Disabled Service Veteran and Women-owned businesses, this solicitation is also posted with the FL State OSD (Office of Supplier Diversity). We encourage all suppliers 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.**
  2. Products requiring stacking over 68" high for shipping purposes must have an additional slipsheet placed at the 68" level to facilitate down stacking and storage of product being delivered to Warehouse. Products that require shipping at a height over 68" high cannot exceed 84" which is the height of the receiving dock doors. Shipments of product stacked over 84" will not fit into the Warehouse facility.
  3. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least twenty-four (24) hours in advance by contacting District Warehouse personnel at (850) 469-5321 or (850) 459-5623.

Delivery times for cafeteria equipment is as follows:

Monday-Friday

7:30 am – 2:00 pm Central Standard Time

Delivery must be made directly to the District's warehouse located at 51 East Texar Drive, Pensacola, Florida 32503 or as designated on the purchase order(s).

4. **NOTE: IF THE ABOVE DELIVERY REQUIREMENTS ARE NOT FOLLOWED AT DELIVERY, SHIPMENTS CAN BE REFUSED AND THE DISTRICT WILL NOT BE LIABLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO SHIPPING OR RESTOCKING FEES.**

5. **DESTINATION INSPECTION:** Final acceptance of all products will be by the consignee at the point of delivery.
6. **INSTALLATION:** The District reserves the right to only purchase equipment. Installation may be performed by the Maintenance Department or third party as needed. If installation by the Bidder(s) is required, the awarded Bidder(s) shall install all equipment in compliance with the manufacturer's specifications and warranty requirements.

## VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases of food and all non-food supplies made for the District's Food Service Program will be paid by the Food Service Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions since delivery of product to our central warehouse may be made several ways, invoicing should be handled as follows:

- A. **DELIVERIES MADE BY VENDOR'S OWN CONVEYANCE:** When deliveries are made via the bidder's own conveyance, delivery receipts or packing slips should accompany the merchandise to the warehouse. An original and two (2) copies will be provided the Warehouse Manager (or his authorized representative) who will sign all copies if the shipment is complete and in good order. The Warehouse Manager will retain the original and one (1) copy and provide the vendor with a signed third copy. Should there be any discrepancy, damaged goods, incorrect product, shortages, etc., the vendor's driver will contact his company for permission to correct the delivery receipt or packing slip on the spot, and all discrepancies shall be noted on delivery receipt or packing slip.
- B. **DELIVERIES MADE VIA COMMON CARRIER OR TRUCK:** When the deliveries are made via common carrier or truck, delivery receipts or packing slips must accompany or precede the actual delivery of product to the warehouse manager via the U.S. Mail. In case any product is received with in transit damage, our warehouse manager will have an exception made on the common carrier freight bill and/or delivery receipt regarding the extent of damaged product and forward you a copy of said freight bill or delivery receipt so you may file claim, including refusal of delivery on damaged goods. Our Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc.
- 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  
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. All existing terms and conditions, except pricing, shall remain in effect for the entire term(s) of this agreement. **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.

The District is sensitive to the current volatile pricing in the food industry. The pricing indicated on the bid shall be in effect for the full term of the contract with the following conditions:

1. A thirty (30) day written advance notice is required for any price adjustment. Notice shall include the reason for the increase, amount of the increase, items affected, effective date, and documentation to support that an increase has taken effect or is imminent.
2. Orders issued and received by the vendor prior to any announced price increase shall be provided at the original purchase price and not subject to any increases.
3. Any increases will be subject the agreement for review for possible termination, rebidding, and/or re-negotiation.
4. No price adjustment will be considered for ninety (90) days from the effective contract date (October 1, 2023).
5. If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the District and the awarded vendor, the awarded vendor shall provide Shelby Stidham, Purchasing Agent, with written justification to continue the pricing adjustment. If the awarded vendor does not provide the quarterly update, the pricing shall revert back to the original pricing submitted by the awarded vendor.

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
1.	1	ea.	<p>SHELVING UNITS:</p> <p>Shelving units four (4), 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> <p>_____</p> <p><b>Approved Brands:</b>  Metro MQ2148G W/ Metro MX74P or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			
2.	1	ea.	<p>MOBILE SHELVING UNITS:</p> <p>Shelving units four (4), 21" wide x 42" and 48" 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> <p>_____</p> <p><b>Approved Brands:</b>  Metro MQ2142G with MX63UP Post with Casters or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
3.	1	ea.	<p>WASHER MACHINE, LAUNDRY:</p> <p>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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR, FIVE YEAR COMPRESSOR WARRANTY. TWO YEAR REFRIGERANT LEAK LIMITED WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b>  Whirlpool WTW4955HW  Kenmore 02620232000 or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			
4.	1	ea.	<p>DRYER, LAUNDRY:</p> <p>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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY, FIVE YEAR COMPRESSOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b>  Whirlpool WED4950HW  Kenmore 02601200 or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			



ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
5.	1	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><b>Approved Brands:</b> Cambro No. DRS480 (48" long) or Alternate: Brands/Full Specifications, References, and Warranty Information Required _____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
6.	1	ea.	<p>ELECTRIC CAN OPENER:</p> <p>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>_____</p> <p><b>Approved Brands:</b> Edlund No. 270/115 or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
7.	1	ea.	<p>SLICER:</p> <p>Slicer, 13" blade size, clean cut knife zero knife exposure, four speed automatic carriage, 120 volt ½ hp. 4 speed motor.</p> <p><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b></p> <p>Hobart No. HS7-1 (automatic), Globe S13A Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			
8.	1	ea.	<p>SLICER STAND MOBILE:</p> <p>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> <p>_____</p> <p><b>Approved Brands:</b></p> <p>Piper No. 331-3424 or</p> <p>Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
9.	1	ea.	<p>COMBIOVEN / STEAMER GAS:</p> <p>Combi oven/steamer, gas, holds up to (10) full size sheet pans or twenty (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><b>MINIMUM TWO-YEAR TOTAL PARTS, ONE YEAR LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes. Provide in the comments or with an attachment any equipment troubleshooting training that can be provided or is available after purchase.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b>  Rational No. A128206.19E (SCCWE102, gas-heated)</p> <p>to include: 8720.16561US Installation Kit, gas SCC  WE/CMP1900.1154US Water filtration Single Cartridge System  60.30.331 UG II Stationary Oven Stand or</p> <p>Alternate: 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:
10.	3	ea.	<p>CONVECTION STEAMER, DOUBLE STACK GAS:</p> <p>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 6 or 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> <p><b>MINIMUM TWO-YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b>  Cleveland 24CGM200 (Natural Gas)  Groen- SSB-5GF (LP GAS) or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered (Natural Gas)</p> <hr/> <p>Brand/Number Offered (LP)</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
11.	2	ea.	<p>CONVECTION STEAMER, GAS:</p> <p>Steamer, Convection Pressureless. 20" x 2-1/2" pans/per compartment capacity, solid state controls 60-minute mechanical timer &amp; manual (continuous steaming) bypass switch, left-hand hinged door, controls on right, instant steam standby mode, auto drain, steam shut-off switch, stainless steel construction, FSS stainless steel base frame, 3000,000 BTU.</p> <p><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b> Cleveland Range No. 36CGM300 or Alternate: 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:
12.	1	ea.	<p>REACH-IN-REFRIGERATOR:</p> <p>Reach-in refrigerator, one section 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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b>          Traulsen No. RHT132WUT          Traulsen No. G20010 (w/ Tray Slides)          Victory No. VR-1 or          Alternate: 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:
13.	1	ea.	<p>REACH-IN-REFRIGERATOR:</p> <p>Reach-in Refrigerator, two-section, 51.6 cu. ft., self-contained refrigeration, stainless steel exterior and interior, standard depth, wide full-height door or doors with Santoprene® EZ-Clean Gaskets, (3) adjustable wire shelves per section, microprocessor controls, 6" adjustable stainless-steel legs, 5/8 HP, cULus, NSF, ENERGY STAR®. 115v/60/1ph, 8.2 amps, with cord &amp; NEMA 5-15P, standard 3-year service/labor, 5-year compressor warranty, standard. Left door hinged left/right hinged right, standard Universal tray slide.</p> <p><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b>          Traulsen RHT232WUT-FHS          Traulsen G20010          Victory No. VR-1          Victory No. RS-10-S7 or          Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
14.	1	ea.	<p>REACH-IN FREEZER:</p> <p>Reach-in, three-section, 69.1 cu. ft., self-contained refrigeration with microprocessor control, stainless steel front &amp; full height doors (hinged left/right/light), anodized aluminum sides &amp; interior, three (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, unit can be programmed to operate at -10 degrees Fahrenheit, ¾ HP, cULus, NSF 3 year parts &amp; labor and 5 year compressor warranty, standard 115v/60/1pph, 16.0 amps, NEMA 5-20P standard.</p> <p><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b>          Traulsen G31010          True T-72F or          Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
15.	2	ea.	<p><b>MOBILE PAN RACKS:</b></p> <p>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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY.</b></p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b> CresCor No. 207-1820 (end loading) or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			
16.	7	ea.	<p><b>MOBILE HOT/PROOF CABINET:</b></p> <p>Mobile hot/proof cabinet, width 30", depth 34" height 74 3/4", 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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b> Metro C599-SDC-U CresCor H-137-WSUA-12D or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
17.	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> <p>_____</p> <p><b>Approved Brands:</b> Low Temp or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			
18.	1	ea.	<p>MOBILE PLATFORM TRUCK:</p> <p>Mobile platform truck, 24" wide x 36" long.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b> Rubbermaid No. FG440600 or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
19.	1	ea.	<p>SAFETY LADDER:</p> <p>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><b>Approved Brands:</b>  Cotterman No. 1004R1820 or  Alternate: 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:
20.	1	ea.	<p>PASS-THRU REFRIGERATOR:</p> <p>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. Temperature range 34-38 degrees F.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p>Installation required for warranty purposes.</p> <p><b>Approved Brands:</b>  Traulsen No. RHT232NPUT-HHS  Delfield #DLF-SSRPT2-SH  or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			
21.	1	ea.	<p>PASS-THRU WARMER:</p> <p>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>_____</p> <p>Installation required for warranty purposes.</p> <p><b>Approved Brands:</b>  Traulsen No. RHF232WP-HHS  Victory H15/H1SA-2 Door-S1-XH or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
22.	1	ea.	<p><b>MOBILE COLD FOOD COUNTER:</b></p> <p>Mobile cold food counter, 42" wide x 50" long x 30" high, (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, floor mounted stainless steel outlet box with two (2) NEMA 5-20R (GFI) receptacles for this item and alternate location of Item No. 53, and one (1) CAT-5 (verify) shielded data connection.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b>  Low Temp Industries #50-CFMA-L/S or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____ Brand/Number Offered</p> <p>Comments:</p>			
23.	1	ea.	<p><b>MOBILE HOT FOOD COUNTER:</b></p> <p>Mobile hot food counter, 42" wide x 50" long x 30" high, (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> <p>_____</p> <p>Installation required for warranty purposes.</p> <p><b>Approved Brands:</b>  Low Temp Industries #EF3-CPA-L/S or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____ Brand/Number Offered</p> <p>Comments: Installed</p>			



ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
24.	1	ea.	<p>MOBILE HOT FOOD COUNTER:</p> <p>Mobile hot food counter, 42" wide x 36" long x 30" high,(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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b>  Low Temp Industries # EF2-CPA or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
25.	1	ea.	<p>MOBILE HOT TOP COUNTER:</p> <p>Mobile hot top counter, 42" wide x 50" long x 30" high,(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, floor mounted stainless steel outlet box with two (2) duplex NEMA 5-20R (GFI) receptacles for this item.</p> <p>Installation required for warranty purposes.</p> <p><b>Approved Brands:</b> Low Temp Industries #50-CPS or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			
26.	1	ea.	<p>MOBILE DUAL SERVICE MILK COOLER:</p> <p>Mobile dual service milk cooler, hold up to <b>12</b> milk crates stainless steel 20.5 cu. ft. width 49", depth 34 3/16", height 48" NEMA 5-20P cord/plug assembly.</p> <p>Installation required for warranty purposes.</p> <p><b>Approved Brands:</b> Beverage-Air No. STF49-1-S or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
27.	1	ea.	<p>MOBILE DUAL SERVICE MILK COOLER:</p> <p>Mobile dual service milk cooler, hold up to <b>8</b> 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>Installation required for warranty purposes.</p> <p><b>Approved Brands:</b>  Beverage-Air No. ST34N-S  True TMC- 49-S-DC-HC  True TMC-49-S-DS or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p>   <p>Comments: Installed</p>			
28.	1	ea.	<p>MOBILE CASHIER COUNTER:</p> <p>Mobile cashier counter, 42" wide x 28" long x 34" high, (stainless steel base type, modified to meet project requirements) or approved equal 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), 5" diameter casters with brakes floor mounted stainless steel outlet box with two (2) NEMA 5-20R (GFI) receptacles for this and one (1) CAT-5 (verify) shielded data connection.</p>   <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b>  Low Temp Industries No. 28-CSE or  Alternate: 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/COLD FOOD COUNTER:</p> <p>Mobile hot/cold food counter 32" wide x 108" long x 34" high. 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. Pre-wired 36" long fluorescent light fixture with on/off switch, base panels veneered with plastic laminate (verify pattern/color with ECSD). 5" diameter casters with brakes, 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>Installation required for warranty purposes.</p> <p><b>Approved Brands:</b>  Low Temp Industries or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
30.	1	ea.	<p>ICE MAKER; SMALL:</p> <p>Ice Maker, 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: <b>300+ lbs./24 hrs.</b> dimensions 22" wide x 24" deep x 28" high.</p> <p><b>***Include***</b> an Everpure/Ice-O-Matic or the <b>suggested filter from the Manufacturer</b>, 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><b>*** Voltage*** characteristics:</b> 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><b>MINIMUM THREE-YEAR PARTS AND LABOR WARRANTY, FIVE YEAR EVAPORATOR, COMPRESSOR AND COMPUTER CONTROL BOARD FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p><b>Approved Brands:</b> Ice O Matic Model No. CIM0320FA Model # 9795-71 Coarse Filter System or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments: Installed</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
31.	1	ea.	<p>ICE STORAGE BIN, SMALL:</p> <p>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> <p>_____</p> <p><b>Approved Brands:</b> Ice-O-Matic Model# B-42PS Storage Bin or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>			

ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
32.	1	ea.	<p>ICE MAKER; LARGE:</p> <p>Ice Maker, 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:<b>500+lbs./24 hrs.</b>, dimensions:</p> <p>30 1/4" wide x 24 1/4" deep x 21 1/4" high.</p> <p><b>***Include***</b> an Everpure/Ice-O-Matic or the <b>suggested filter from the Manufacturer</b> 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><b>***Voltage*** characteristics:</b> 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><b>MINIMUM THREE-YEAR PARTS AND LABOR WARRANTY, FIVE YEAR EVAPORATOR, COMPRESSOR, AND COMPUTER CONTROL BOARD FROM DATE OF INSTALLATION.</b></p> <p>Installation required for warranty purposes.</p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b> Ice O Matic Model No. CIM0330FA Model # 9795-71 K-20 Coarse Filter System or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <hr/> <p>Comments: Installed</p>			



ITEM:	QTY:	UNIT:	DESCRIPTION:	UNIT PRICE:	INSTALL/ LABOR PRICE:	EXTENDED TOTAL PRICE:
33.	1	ea.	<p>ICE STORAGE BIN, LARGE:</p> <p>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 poly-urethane, 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><b>Approved Brands:</b> Ice-O-Matic Model# B55PS Storage Bin or Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p>			
34.	1	ea.	<p>ICE MACHINE (NUGGET ICE) W/STORAGE BIN:</p> <p>Ice Machine (nugget ice) with storage bin, with water filter sized for ice production capacity, compactable storage bin.</p> <p><b>Approved Brands:</b> Scotsman No. NH0422A-1 Ice-O-Matic #GEM0450 or Alternate: 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><b>MOBILE WORK TABLE:</b></p> <p>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><b>Approved Brand(s) or Accepted Alternate(s):</b>  Low Temp Industries (LT1)  John Boos- ST6-3072SSK-X/DR2020SC-S30-X or  Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <hr/> <p>Brand/Number Offered</p> <p>Comments:</p>			
36.	1	ea.	<p><b>BAKER'S TABLE W/SPICE SHELF:</b></p> <p>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 &amp; 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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Number of days from issuance of Purchase Order until delivery:</p> <hr/> <p><b>Approved Brands:</b>  Advance Tabco or  Alternate: 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:
37.	6	ea	<p>CONVECTION OVEN (DOUBLE DECK):</p> <p>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: 2-year parts, 1-year labor 5-year limited warranty on doors approximately 44.3% energy efficiency rating Capacity – up to 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><b>MINIMUM ONE YEAR TOTAL PARTS AND LABOR WARRANTY FROM DATE OF INSTALLATION.</b></p> <p>Number of days from issuance of Purchase Order until delivery:</p> <p>_____</p> <p>Approved Brands: Blodgett No. DFG-100 (Double) Vulcan VC66GDor Alternate: Brands/Full Specifications, References, and Warranty Information Required</p> <p>_____</p> <p>Brand/Number Offered</p> <p>_____</p> <p>Comments:</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 \_\_\_\_\_

AD-1048

OMB No. 0505-0027  
Expiration Date: 09/30/2025

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. 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;
- B. 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

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 6329992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

*Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

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:

**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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

RESPONDER is the

\_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

RESPONDER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

Neither the said RESPONDER 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 RESPONDER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal 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 RESPONDER, firm, or person to fix the price or prices in the attached Proposal or any other RESPONDER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other RESPONDER, 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 RESPONDER 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 (ATTACHMENT F)

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, 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, SPAYNE2@ECSDFL.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:

Initials of Each Signatory:



\_\_\_\_\_  
Ellen D. Odom, General Counsel  
Escambia County, School Board  
75 N. Pace Blvd., Pensacola, FL 32505  
05/17/21

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **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: _____	
--	--

**State of Florida**  
**Vendor Certification Regarding E-Verify**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contractor hereby certifies compliance with the following:**

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8

U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT I

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

**PURCHASES /BUY AMERICAN**

- a. The VENDOR shall retain title of all purchased food and nonfood items.
- b. The VENDOR shall purchase, to the maximum extent practical, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.
- c. The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- d. The VEDNOR may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- e. The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- f. The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.
- g. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.
- h. The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- i. The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d) /and FNS Policy Memo SP 38-2017. The following must be documented for each approval:
  - i. Consideration made for the use of domestic alternative foods before approving an exception.
  - ii. The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
  - iii. The use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

**CERTIFICATION REGARDING LOBBYING****CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Official (Executive Director) Authorized to Sign Application

By \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Official (Chief Financial Officer) Authorized to Sign Application

For: \_\_\_\_\_  
Name of Grantee (Sponsor Name)

\_\_\_\_\_  
Title of Grant Program (NSLP or SFSP)

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b> _____ a. initial filing _____ b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, <i>if known:</i>  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable:</i> _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<div style="text-align: right;">Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</div>		



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*



**Certification Regarding Drug-Free Workplace Requirements (Grants)  
Alternative I – For Grantees Other Than Individuals**

**AD-1049**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page three before completing certification.)***

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.	
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	
PLACE OF PERFORMANCE <i>(Street Address, City, County, State, Zip Code)</i>	
Check <input type="checkbox"/> if there are workplaces on file that are not identified here.	
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

**Instructions for Certification**

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).