

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

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

POSTING DATE:

**Monday, February 19, 2024**

PROCUREMENT CONTACT & TELEPHONE:

**Kanisha Simmons (850) 469-6210  
Ksimmons3@ecsdfi.us**

RFP TITLE:

**Miscellaneous Food Processing: USDA Commodities**

RFP NUMBER:

**241302**

RFP OPENING DATE & TIME: **Friday, March 8, 2024, 1:30 PM, Central Standard Time**

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

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 **If submitting electronically, Responders shall submit their responses on BidNetDirect.com.** Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: ) FACSIMILE NUMBER:

EMAIL:

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

OTHER (PLEASE SPECIFY \_\_\_\_\_) MINORITY/DISABLED SERVICE VETERAN SUPPLIER \_\_\_\_\_

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

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

9500-PUR-029 (rev Jan 2004)

## INTRODUCTION

The purpose of this Request For Proposal (RFP) is to cover the specific processing required to turn donated USDA food commodities into the products listed. The processed products are needed for the period beginning July 1, 2024 and ending June 30, 2025. This solicitation is for the National School Lunch Program (NSLP) and Summer Food Service Program (SFSP). Since this RFP is for processing donated commodities, each commodity item will be awarded to one vendor by donated product category with the award going to the vendor with the aggregate low price for all items offered in that category. **Vendors must be on the State of Florida approved USDA Food Processor list in order to submit a proposal. Proposals will not be accepted nor will commodity processing orders be placed with any proposing firm not listed on the State of Florida approved USDA Food Processor's list. Proposals will not be accepted from any third party on behalf of a processor.** All terms and conditions shall remain in effect for the entire term of this agreement. Food deliveries will be shipped to the ECSD Central Warehouse, 51 E. Texar Drive, Pensacola, FL 32503.

CALENDAR OF EVENTS	
RFP Posting Date	Monday, February 19, 2024
Deadline for Questions (See Page 2, Section I.)	Thursday, February 22, 2024, 5:00 PM CST
Answers to Questions Posted and Addendum Issued If Needed (See Page 2, Section I)	Tuesday, February 27, 2024
RFP Opening (See Page 1)	Friday, March 8, 2024
RFP Evaluation	Wednesday, March 20, 2024
School Board Approval	Tuesday, April 16, 2024
Agreement Start Date	Monday, July 1, 2024

If offering a brand and/or product **OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED**, make a notation in the comments section for that item. If you offer a product that is not preapproved in this RFP, you must send a sample for review by **Monday, March 4, 2024, 12:00 PM, CST**. **The District will accept samples sent in either a full case in its original packaging, single 10# cans, or single bags of frozen product. Loose samples need to be manufacturer's labeled cans or bags and the required documentation when offering an alternate product. Failure to send a sample will result in your proposal being determined "non-responsive" for that item. Unmarked boxes or bags containing loose samples are not accepted.** Samples should be clearly labeled **"SAMPLE FOR RFP NUMBER #241302"**. If planning to send samples, the necessary form and instructions will be posted on the Procurement website at [www.escambiaschools.org/Page/1048](http://www.escambiaschools.org/Page/1048) must be completed prior to samples being sent. **All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section II, Paragraph T – Samples and Brand Names on page 5.**

**QUESTIONS:** Due to time constraints, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Thursday, February 22, 2024, 5:00 PM, Central Standard Time**. Any changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Procurement Department's web pages. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each Responder to contact the Procurement Specialist or visit the Procurement 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 will be posted by close of business **Tuesday, February 27, 2024**. The direct link to the Bid Activity Section of the District

website is listed below:

[www.escambiaschools.org/Page/1048](http://www.escambiaschools.org/Page/1048)

All inquiries should be sent to:

Kanisha Simmons, Procurement Specialist  
Procurement Department  
Escambia County School District  
75 N. Pace Blvd.  
Pensacola, FL 32505  
Email: [ksimmons3@ecsdfl.us](mailto:ksimmons3@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 RFP. Vendors are expected to utilize this representative for **ALL** Information regarding this RFP. **Vendors who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.**

## II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Procurement.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work,

may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.

- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the ESCD Central Warehouse. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this 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) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Procurement Specialist referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Specialist in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Procurement website address at <https://www.escambiaschools.org/Page/1048> at least five workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Procurement Office and are also posted to the School District's Procurement website address at <https://www.escambiaschools.org/Page/1048>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Procurement Agent noted on page one.** Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Procurement Office.

Any such contact shall be cause for rejection of your proposal.

Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

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

BB. **MODIFICATIONS:** Any changes in terms, conditions, and pricing must be writing, with supporting documentation, upon mutual consent and approval of the School Board, 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 Responders or representative of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer. Ex parte communication (whether verbal or written) by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Responders.

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

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

1. **The entire RFP document (pages 1 – 45) must be returned.** The authorized signature on the first page must be an original or electronic signature. No faxed or email documents will be accepted. All certifications in this solicitation requiring vendor information and/or signature must be completed and the signature must be an original or electronic. In the event that the Responder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
2. **Return your original proposal and one (1) copy.** The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. **Please mark copy "COPY." RFP documents should be printed double-sided with left margin, book-style binding.**
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. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
4. **DRUG FREE WORKPLACE:** While it is not required, this form (Attachment A) will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service.

5. **USDA CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** This form (Attachment B) must be signed and returned with the proposal. Failure to return this form will result in your proposal not being accepted.
6. **REFERENCE RELEASE:** If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to Attachment C - Form Number P-002.
7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with the proposal. Failure to return this form will result in your proposal not being accepted.
8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with the proposal. Failure to return this form will result in your proposal not being accepted.
9. Copy of Responder's current business license.
10. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
11. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
12. **VENDOR CERTIFICATE REGARDING E-VERIFY:** This form (Attachment H) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
13. **USDA CIVIL RIGHTS STATEMENT:** By submitting a proposal, Vendor agrees to comply with this form (Attachment I). It must be returned with your proposal. Failure to return this form may result in your proposal not being accepted.
14. **PURCHASES/BUY AMERICAN:** By submitting a Bid, Vendor agrees to comply with this form (Attachment J). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
15. **CERTIFICATION REGARDING LOBBYING:** By submitting a Bid, Vendor agrees to comply with this form (Attachment K). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
16. **DISCLOSURE OF LOBBYING ACTIVITIES:** By submitting a Bid, Vendor agrees that they have read this form (Attachment L). If it is not applicable, the vendor must indicate by marking N/A on the form and return it with your Bid. Failure to return this form may result in your Bid not being accepted.
17. **USDA CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I:** By submitting a Bid, Vendor agrees to comply with this form (Attachment M). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
18. Responders must comply with all applicable Federal, State, and Local requirements for USDA foods subject to recall. Provide a one (1) page summary of food recall policy and procedures including vendor contact information.
19. **PROCESSOR AGREEMENT:** If applicable, it should be returned with your proposal. Refer to page 13.

- C. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <https://www.escambiaschools.org/Page/830>. Vendor will provide school(s) 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.
- D. **MINIMUMS:** The Responder may include a statement regarding minimum order quantities or value affecting final order processing. The District reserves the right to reject items offered with minimum order quantities.
- E. **RFP QUANTITIES:** Quantities and delivery dates indicated in this RFP 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.
- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning July 1, 2024 and ending June 30, 2025. All terms and conditions shall be fixed for the entire term of this agreement. The District reserves the right to adjust or reduce the number of shipments and/or purchase additional quantities at the agreement price at any time during the agreement period.
- G. **EVALUATION CRITERIA:** Evaluation of proposals by the Evaluation Committee (consisting of representatives of the District's Food Services Department and Procurement Department) will be made to ascertain which proposer 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 offered, was tested and approved by the District upon receipt of sample as detailed in this RFP. The District reserves the right to reject any offer with a minimum shipment requirement; therefore, a low offer 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 RFP are listed in the Specifications and Pricing Section (Section VIII).
  2. Award by Product Category: Aggregate low price for all line items in a lot (i.e. all beef products would be one category) will be awarded to one vendor.
  3. 'All American' and 'Genuine Florida' meats or meat products shall be granted preference as allowed by Section 287.082, Florida Statutes.
- H. **ALTERNATE OFFER:** The District shall have sole discretion in accepting or rejecting any alternate product offered.

- I. **ALTERNATE PRODUCTS:** The District pre-approves products prior to proposal evaluation. Offering any product not listed on the approved list at the time of RFP posting is an alternate RFP. Responders may offer an equal equivalent to the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner listed in Section I, Introduction, page two of this RFP. If approved, the alternate product offered for that item will be added to the approved product list and will be accepted for potential award on this RFP. Requests should be made to the Procurement Specialist listed on page one and page two of this document.
- J. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this RFP, by signing this proposal, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
  2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
  3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J))
  4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J))
  5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
  6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
  7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
  8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
  9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
  10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
  11. Right to Inventions Made Under a Contract or Agreement (2 CFR.200.326 Appendix II (F)).
  12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
  13. Breach of Contract [2 CFR Appendix II to Part 200(b)].
  14. Byrd Anti-Lobbying (2 CFR 200.326 Appendix II (J)).
- Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>
- K. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this RFP are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label. Food products should be 100% domestically grown and processed.
- L. **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated

under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. **No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this RFP.** The School District of Escambia County shall be permitted to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed meat items that he has on hand at any time.

- M. **GRADES FOR FOOD:** Grades for foodstuffs are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item.
- N. **IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.
- O. **SPECIFICATIONS:** Proposals must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a proposal not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the proposal and samples must be provided as described on page two.
- P. **FEDERAL FOOD, DRUG AND COSMETIC ACT, THE MEAT INSPECTION ACT, AND THE POULTRY PRODUCTS INSPECTION ACT:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and the Poultry Products Inspection Act in effect at the time of delivery.
- Q. **INCOMPLETE RFP INFORMATION:** Failure to submit complete information on an item may prevent consideration of your proposal for that item.
- R. **WHOLE GRAIN RICH:** Where the term “**whole-grain rich**” appears in the specifications for any of the products listed in the solicitation, whole-grain rich means the product must contain at least 51% whole grain flour.
- S. **PROCESSING AND DELIVERY CONDITIONS:**
1. All products must be processed in a USDA continuously inspected and approved plant.
  2. All products delivered shall have been processed and packed in accordance with good commercial practices. All meat items on this proposal must be inspected and passed by the U.S. Department of Agriculture Meat Inspection Division.
  3. If a product that has been approved is found to be unacceptable when used in schools, the School Board reserves the right to remove the product from our approved list.
  4. All cases and cans shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of twelve (12) months.
  5. The supplier guarantees products against swells for a period of eight (8) months after delivery.
  6. Unless specifications state otherwise, all cans shall be filled - slack cans are not acceptable.
- T. **COMMODITY PROCESSING AGREEMENT REQUIREMENT: Responder must be on the State of Florida approved USDA Food Processor list in order to submit a proposal.** Proposals will not be accepted, nor will commodity processing orders be placed with any firm not listed on the State of Florida approved USDA Food Processor's list. Proposals will not be accepted from any third party on behalf of a processor. Proof that you hold an approved processing agreement is required prior to the School District contracting for commodity processing. Award will be made only after the District's Food Services Department consults the Department of Agriculture and Consumer Services (DACS) Processor Summary/End Product (SEPDS).
- U. **DELIVERY/FREIGHT CHARGES: DACS requires that all freight charges for pickup and/or delivery be paid by the processor and these charges shall be included in proposed price.** Delivery charges

on any USDA-donated commodity food item delivered to the processor will be prepaid by USDA OR OTHERS. The processing cost proposed must be the School District's delivered cost of the finished processed product (freight to our warehouse must be pre-paid by successful vendor). All prices proposed will be compared with the approved DACS Processor End Product Summary prior to award, and all prices proposed higher than the DACS Processor End Product Summary for product should separately identify attendant handling and/or delivery cost in order to determine true cost of processing. Handling and delivery costs, if billed separately, must be noted on the original invoice document.

- V. **CHILD NUTRITION (CN) LABEL:** The School District of Escambia County prefers that the final processed product carry the Child Nutrition (CN) Label if available. Please indicate if this label will be available on our processed products.
- W. **INTERMINGLING OF INCOMING AND STORED COMMODITY FOODS:** There will be no intermingling of incoming and stored USDA donated beef, pork or chicken commodity products with the processor's own product. The School District of Escambia County must be assured of receiving the same USDA commodity ingredients back in the finished product that was delivered to or picked up by the Contractor.
- X. **SCHOOL DISTRICT INSPECTIONS:** The School District of Escambia County shall be permitted to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed items that he has on hand at any time.
- Y. **GROUND BEEF:** When beef commodities are to be processed, the School District of Escambia County will expect at least a 97% processed product yield on uncooked pure beef due to normal blood and water extraction while pattying. This does not apply to charbroiled or char-grilled beef patties. For each 100 lbs. of product released to the Responder, at least ninety-seven (97) lbs. of processed product will be returned to the School District of Escambia County.
  - 1. In the case of USDA commodity ground beef delivered for processing in bulk frozen state, spices will be added as per vendor's normal recipe, then be formed into all meat patties yielding a minimum 2.0 oz. (or as specified in the purchase order) of cooked, lean meat as specified by USDA, flame broiled with sear marks, then Individually Quick Frozen (IQF).
  - 2. In the case of processing fresh ground beef into patties, the School District of Escambia County prefers that patties be scored by a Formax Machine for more even heat distribution in final cooking. Please indicate if such scoring is available.
- Z. **GROUND PORK:** When pork commodities are to be processed and ground pork is to be processed into patties, only mild seasoning formulation is desired.
- AA. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Responders shall assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haaccp (Hazard Analysis Critical Control Points) regulations. At destinations, all products shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.
- BB. **DELIVERY EQUIPMENT (REFRIGERATED AND FROZEN FOOD):** The successful Responder(s) and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35F to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. **This shall be evident upon its arrival at the District Warehouse. All frozen food items must arrive in a hard frozen state.**
- CC. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION:** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the District Warehouse manager, the Food Services Staff, the local Health Department, the USDA Health Inspector, been for any reason rendered unfit for human consumption shall be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and/or shows signs of thawing and re-freezing would fall in the above category.

DD. **FOOD SAFETY AND RECALLS:** Ensuring the safety of the food supply is critical to the District. Manufacturers, Processors, and Distributors shall comply with all federal, state, and local laws and regulations and will be liable if they do not. The Processor shall have a process in place to respond to a product recall to address the following objectives:

- Provide accurate and timely communication to the Food Services Department regarding a food recall.
- Ensure removal of unsafe products from school sites in an expedient, effective, and efficient manner.
- Streamline the process for reimbursement for recalled products.
- Responders must provide with their response contact information: person(s) who is/are responsible for handling food product recalls.
- Responders must provide with their response a brief summary of how food/product recalls will be handled.

#### IV. COMMODITY EXCHANGE AGREEMENT AND SAMPLE REQUIREMENTS

A. **COMMODITY EXCHANGE ITEMS:** Responder must be an approved processor with the United States Department of Agriculture to receive certain commodity products. In these instances, the Responder will provide the School District with any necessary documents required by USDA to substantiate delivered quantities of each item and to negotiate with said processors and to pass the savings accruing from the donated products along to the School District.

B. **PROCESSOR AGREEMENT:** If offering under these conditions, an agreement signed by the processor must be submitted in duplicate as part of this RFP. Attached to the agreement (or submitted separately if an agreement is already in force) shall be a price schedule listing the item, pack, dollar value of the commodity allowance and the net price to the School District.

1. A subsequent price adjustment may be made in accordance with state contract stipulation provided the School District receives thirty (30) days advanced notice and receives a new price schedule as described above.

2. Invoicing of commodity exchange agreement items will be at the fee for service price.

C. **REQUIRED SAMPLES:** Samples are required under the circumstances listed below.

1. The products offered have not been previously approved or used by the Escambia County School District Food Services Department.

2. The Food Services Department of the Escambia County School District may request samples of products for review that have been approved and purchased previously for the following reasons:

- a. School Cafeteria Managers indicate there has been a decrease in product quality.
- b. Manufacturing firm or process has changed since product was last tested by Escambia County School District.
- c. More than five (5) years has elapsed since product was last tested.
- d. The Food Services Department wishes to test for any reason.

#### V. 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

proposal.

2. Changes in packaging and packing offered by the Responder must be clearly indicated in their proposal 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 offered.
  - D. **BRAND/TRADE NAME:** Vendor shall indicate in their proposal the brand or trade name by which the product offered is identified.
  - E. **SHIPPING CONTAINERS OVER 25 POUNDS:** Marking of shipping containers packed to more than twenty-five (25) pounds net weight.
    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.
    2. The markings shall be located in the following sequence on one end of the container:
      - a. Upper left hand area. The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.
      - b. Upper right hand area. The date of initial certification by the USDA meat grader (month, day, and year). Lot number and box number when product is designated by lot, the numerical entry may be applied with a felt-tip pen, crayon, or pencil.
      - c. Lower left hand area. The applicable grade or selection (U.S. Prime, U.S. Choice, etc.), and Purchase Order (P.O.) Number.
      - d. Lower right hand area. The net weight of product (the numerical entry may be applied with a felt-tip pen, crayon, or pencil).

## VI. 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 RFP will be issued to the vendor from the Procurement 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:**
  1. **ALL MERCHANDISE OF FIFTY (50) CASE LOTS OR MORE WILL COME PALLETIZED ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 68" FROM BOTTOM OF PALLET TO TOP OF STACK. Products requiring stacking over 68" high for shipping purposes must have an additional slip sheet placed at the 68" level to facilitate down stacking and storage of product being delivered to Warehouse. Frozen or refrigerated products that require shipping at a height of 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.**
  2. 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 are as follows:

Monday-Friday

7:30 a.m. – 2:30 p.m. Central Time

3. Delivery must be made directly to the school system's warehouse located at 51 East Texar Drive, Pensacola, Florida 32503, as designated on our purchase orders.
4. All goods delivered to the ECSD Warehouse must, at a minimum, have a shelf life of twelve (12) months. The Best By Dates and Expiration Dates must be clearly marked on the outside of boxes and/or pallets.
5. If the above requirements are not followed at delivery, shipments can be refused. The District will not be liable for any additional charges, including but not limited to shipping or restocking fees.

## VII. 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 vendor'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. The Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc.
- C. Barring delays due to unresolved discrepancies, the vendor may expect to receive payment for products within thirty (30) days of our receipt of your invoice.
- D. **INVOICE SUBMISSION:** All invoices, copies of delivery receipts, and statements are to be mailed to:  
  
School District of Escambia County  
Food Service Accounting - Rm 211  
75 N. Pace Blvd.  
Pensacola, FL 32505
- E. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven-digit School District item identification number shown in the detail specifications.
- F. **CERTIFICATIONS:** The Responder is required to certify on each invoice that fresh or frozen domestic beef or pork meets all standards and inspection requirements of the State of Florida Statutes.

## VIII. SPECIFICATIONS AND PRICING (REFER TO PAGES 17-28)

**RFP PRICE BASIS.** All processing costs will be priced on the total USDA weight allocation of the incoming product, before de-boning, shrinkage, breading or any processing takes place. **Pricing is all inclusive: product, processing, and delivery to the Escambia County School District. Although all pricing is requested for reporting purposes, the Fee for Service Price will be the pricing used for invoicing the District. The value of donated food in the end products must be provided in the pricing listed below. Unless otherwise stated in the item description, all products listed in this RFP are to be delivered and arrive in a hard, frozen state. If you are offering product that will not be delivered frozen, state that in the comments section for that item. Refer to Section III, Special Conditions, Item K for policy on imported products. The District does not pay fuel adjustment charges.**

Item:	Qty:	Unit:	Description:	
			<b>ITEMS #1-2 MAY BE AWARDED AS A LOT</b>	
1	500	cs	<p>CHICKEN FILET, WHOLE MUSCLE, SMALL, BREADED (0516580):            Chicken filet, <b>whole muscle</b>, small, fully cooked, whole grain rich breading. <b>Filet must be sized to fit on a 2.5" – 3" biscuit.</b> Approximately 2 oz. filet. <b>One (1) filet must provide one (1) meat/meat alternate</b> per Child Nutrition Program. Product not to exceed 215 mg. of sodium per serving (1 filet). Must contain 0.5 grams or less trans-fat. Packed 20-30 lbs. per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u>            Proview #50515WG            Rich Chicks #13415                                              #13441</p> <p>CN Label ____yes ____no</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:</p> <p>High Fructose Corn Syrup ____yes ____no</p> <p>Trans-Fat _____ grams</p> <p><b><u>Estimate based on 20 lbs. per case.</u></b></p> <p>_____            Brand/Packed By &amp; Item or SKU#</p> <p>Portion Size_____</p> <p>Portions Per Case_____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count_____</p> <p>Comments:</p>	<p><b>Commodity Code#</b>            _____</p> <p><b>Fee for Service/Case</b>            _____</p> <p><b>Donated Food Value/Case</b>            _____</p> <p><b>Total Price/Portion (Includes DF Value)</b>            _____</p>

Item:	Qty:	Unit:	Description:	
2	700	cs	<p>GARLIC BASIL, CHICKEN MEATBALLS W/ MOZZARELLA CHEESE (0516180):</p> <p>Fully cooked dark meat chicken meatballs produced from USDA Commodity Graded Dark Meat Chicken.</p> <p>Italian meatballs to contain traditional Italian flavoring, seasoning and Mozzarella cheese. No breadings or MSM permitted. No soy, egg or imitation cheese products allowed. Product to provide less than 350 mg of sodium and zero grams of trans fats per serving. Five Italian meatballs to provide <b>two (2) meat/meat alternates</b> per Child Nutrition Program. Packed 20 lbs/case.</p> <p><u>Approved Brand (s) or Accepted Alternate:</u> Rich Chicks #91401</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___ no</p> <p>Trans-Fat _____ grams</p> <p><b><u>Estimate based on 20 lbs per case.</u></b></p> <p>_____</p> <p>Brand/Packed By &amp; Item or SKU# _____</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b> _____</p> <p><b>Fee for Service/Case</b> _____</p> <p><b>Donated Food Value/Case</b> _____</p> <p><b>Total Price/Portion (Includes DF Value)</b> _____</p>

Item:	Qty:	Unit:	Description:	
			<b>ITEMS #3-5 MAY BE AWARDED AS A LOT</b>	
3	1300	cs	<p>BEEF, MINI BURGERS (0515190):  Beef mini burgers, charbroiled, <b>1 oz. One (1) burger must provide one (1) meat/meat alternate</b> per Child Nutrition Program. Product not to exceed 150 mg. of sodium per serving. Must contain 0.5 grams or less transfat. Packed 20-30 lbs. per case.</p> <p><u>Approved Brand(s) or Approved Alternate:</u>  Tyson #14903-328  Maidrite #75156-04100</p> <p>CN Label____yes____no</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup [    ] Yes [    ] No</p> <p>Trans Fat _____ grams</p> <p><b>Estimate based on 400 burgers per case.</b></p> <p>_____</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b></p> <p>_____</p> <p><b>Fee for Service/Case</b></p> <p>_____</p> <p><b>Donated Food Value/Case</b></p> <p>_____</p> <p><b>Total Price/Portion (Includes DF Value)</b></p> <p>_____</p>

Item:	Qty:	Unit:	Description:	
4	700	cs	<p><b>BEEF CRUMBLES (0516970):</b>  Beef crumbles, fully cooked, with natural ground beef appearance. Soy added, reduced fat, and sodium. One (1) serving must provide <b>two (2) meat/meat alternates</b> per Child Nutrition Program. Product not to exceed 250 mg. of sodium per serving. Must contain .5 grams or less trans-fat. Packed 30-40 lbs. per case.</p> <p><u>Approved Brand(s) or Approved Alternate:</u>  Advance Pierre #32061  Don Lee Farms #CNQ21104  Tyson #10000008737</p> <p>CN Label ____yes____no</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup [    ] Yes [    ] No</p> <p>Trans Fat _____ grams</p> <p><b><u>Estimate based on 40 lbs per case.</u></b></p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b>  _____</p> <p><b>Fee for Service/Case</b>  _____</p> <p><b>Donated Food Value/Case</b>  _____</p> <p><b>Total Price/Portion (Includes DF Value)</b>  _____</p>

Item:	Qty:	Unit:	Description:	
5	500	cs	<p>BEEF MEATBALLS (0516190):  Beef meatballs, fully cooked with seasoning. Soy added, reduced fat and sodium. Each serving must provide <b>two (2) meat/meat alternates</b> per Child Nutrition Program. No more than five (5) meatballs should be required to meet serving size. Product not to exceed 350 mg. of sodium per serving. Must contain 0.5 grams or less transfat. Packed 30 lbs. per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u>  Advance Pierre #000001175050  JTM #5035  Maid-Rite #75156-94310  #75156-94105  American Foods #290855  Tyson #22751-928</p> <p>CN Label____yes____no</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:</p> <p>High Fructose Corn Syrup____yes____no</p> <p>Trans-Fat _____ grams</p> <p>_____  Brand/Packed By &amp; Item or SKU#</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b>  _____</p> <p><b>Fee for Service/Case</b>  _____</p> <p><b>Donated Food Value/Case</b>  _____</p> <p><b>Total Price/Portion (Includes DF Value)</b>  _____</p>

Item:	Qty:	Unit:	Description:	
6	1500	cs	<p>TURKEY BREAST STICKS (0517710):  All natural turkey, precooked, seasoned, Individually Quick Frozen (IQF) sticks. Product must not exceed 190 mg of sodium per serving. Must provide <b>one (1) oz. meat/meat alternative</b> per serving as specified by the Child Nutrition Program. The product should contain no allergens or gluten. Packed 30 lbs./cs.</p> <p><u>Approved Brand (s) or Accepted Alternate:</u>  Jennie O #207130</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:</p> <p>High Fructose Corn Syrup ___yes___ no</p> <p>Trans-Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By &amp; Item or SKU#</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b>  _____</p> <p><b>Fee for Service/Case</b>  _____</p> <p><b>Donated Food Value/Case</b>  _____</p> <p><b>Total Price/Portion (Includes DF Value)</b>  _____</p>

Item:	Qty:	Unit:	Description:	
7	1000	cs	<p>PORK, BBQ, SHREDDED (0516940):  Pork, shredded in BBQ sauce. Minimum four (4) oz.  serving must provide <b>two (2) meat/meat alternates</b> per  Child Nutrition Program. Product not to exceed 310 mg.  of sodium per serving. Must contain 0.5 grams or less  trans-fat. Packed 20 lbs. per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u>  Brookwood Farms #12307  Advance Pierre #69160</p> <p>CN Label ____yes____no</p> <p>Please indicate below if your product contains High  Fructose Corn Syrup and/or the amount of Trans Fats per  serving when applicable:</p> <p>High Fructose Corn Syrup [    ] Yes [    ] No</p> <p>Trans Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b>  _____</p> <p><b>Fee for Service/Case</b>  _____</p> <p><b>Donated Food Value/Case</b>  _____</p> <p><b>Total Price/Portion (Includes DF Value)</b>  _____</p>

Item:	Qty:	Unit:	Description: ITEMS #8-12 MAY BE AWARDED AS A LOT	
8	700	cs	<p>CHEESE SAUCE, SHELF STABLE, POUCH, CHEDDAR, REDUCED SODIUM (0517610): Cheddar cheese sauce, preservative free, <b>shelf stable</b>. Approximately three (3) oz. serving must provide <b>one (1) meat/meat alternate</b> per Child Nutrition Program. Heat and serve. Product not to exceed 550 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. Packed 40 lbs. per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Land O' Lakes #39945</p> <p>CN Label ____ yes ____ no</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup [    ] Yes [    ] No</p> <p>Trans Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b> _____</p> <p><b>Fee for Service/Case</b> _____</p> <p><b>Donated Food Value/Case</b> _____</p> <p><b>Total Price/Portion (Includes DF Value)</b> _____</p>

Item:	Qty:	Unit:	Description:	
9	600	cs	<p>CHEESE SAUCE, WHITE, SHELF STABLE (0517650):  American and Parmesan, white cheese blend with milk, shelf stable. Product not to exceed 540 mg. of sodium per serving. One (3) oz. serving must provide <b>one (1) meat/meat alternate</b> per Child Nutrition Program.  Packed 6/106 oz. per 40 lb. case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u>  Land O' Lakes #39947</p> <p>CN Label ____yes____no</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup [    ] Yes [    ] No</p> <p>Trans Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b>  _____</p> <p><b>Fee for Service/Case</b>  _____</p> <p><b>Donated Food Value/Case</b>  _____</p> <p><b>Total Price/Portion (Includes DF Value)</b>  _____</p>

Item:	Qty:	Unit:	Description:	
10	4000	cs	<p>CHEESE PORTIONS, REFRIGERATED, MOZZARELLA STRING (0517030):</p> <p>Cheese portions, mozzarella string, refrigerated, individually wrapped (IW), one (1) oz., cheese portion, reduced fat cheese, no more than six (6) grams of fat per serving. One (1) cheese portion must provide <b>one (1) meat/meat alternate</b> per Child Nutrition Program. Product not to exceed 200 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. Packed 160/1 oz. per case. All cases shall be in good condition at the time of delivery and shall, under proper storage conditions, have a minimum shelf life of three (3) months.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Land O' Lakes #59701 Bongards #40240 ES Foods #40244</p> <p>CN Label ____yes ____no</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup [ <input type="checkbox"/> ] Yes [ <input type="checkbox"/> ] No</p> <p>Trans Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b></p> <p>_____</p> <p><b>Fee for Service/Case</b></p> <p>_____</p> <p><b>Donated Food Value/Case</b></p> <p>_____</p> <p><b>Total Price/Portion (Includes DF Value)</b></p> <p>_____</p>

Item:	Qty:	Unit:	Description:	
11	3000	cs	<p>CHEESE PORTIONS, REFRIGERATED, REDUCED FAT (#0517670):</p> <p>Cheese, natural, reduced fat. Cheddar and/or Colby Jack flavor varieties, <b>refrigerated</b>. Individually Wrapped (IW), one (1) oz. reduced fat cheese, no more than 9 grams of fat per serving. One (1) cheese portion must provide <b>one (1) meat/meat alternate</b> per Child Nutrition Program. Product not to exceed 200 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. Packed 96-200 portions, 10-12 lbs. per case. All cases shall be in good condition at the time of delivery and shall, under proper storage conditions, have a minimum shelf life of three (3) months.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Land O' Lakes #44875 - Colby Jack #44882 - Cheddar</p> <p>Bongards #40293-1 #40291-1</p> <p>CN Label ____yes____no</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup [    ] Yes [    ] No</p> <p>Trans Fat _____ grams</p> <p><b><u>Estimate based on 200 portions per case.</u></b></p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>	<p><b>Commodity Code#</b></p> <p>_____</p> <p><b>Fee for Service/Case</b></p> <p>_____</p> <p><b>Donated Food Value/Case</b></p> <p>_____</p> <p><b>Total Price/Portion (Includes DF Value)</b></p> <p>_____</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 \_\_\_\_\_



## 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) 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; 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

\_\_\_\_\_  
(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.mvflorida.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.

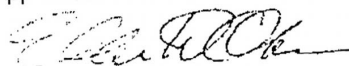
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

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:



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

Initials of Each Signatory:

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

Florida Statutes

287.135

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Company Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email Address: _____		

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

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

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Print Name and Title: _____

**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: _____ <div style="text-align: center;">AUTHORIZED SIGNATURE</div>
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 VENDOR 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)

## 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.*

**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 _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<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: _____	
Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



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

*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 CFR 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 or 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 5 calendar days after such conviction;
5. Notifying the agency in writing, within 10 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 (Street Address, City, County, State, Zip Code)

Check ☐ 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

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](#) 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; 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 grantee is providing the certification set out on pages 1 and 2 in accordance with these instructions.
- (2) The certification set out on pages 1 and 2 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 must inform the agency of the change(s). If it previously identified the workplaces in question, see instruction (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 CFR §§ 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).