



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

REQUEST FOR PROPOSAL (RFP) & RESPONDER'S ACKNOWLEDGMENT

POSTING DATE:

June 10, 2026

PROCUREMENT DEPARTMENT CONTACT & TELEPHONE:

Jaiden Shellenberger (850) 469-6210

jshellenberger@ecsdfi.us

RFP TITLE:

Fast Food Partnership

RFP NUMBER:

261802

RFP OPENING DATE & TIME Wednesday, June 24, 2026 1:30 p.m. CST

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

The School District of Escambia County, Florida, solicits your company to submit a Proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A proposal 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 Department 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submitting electronically, Responders shall submit their responses on BidNetDirect.com/florida.** proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.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 RFP 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDER. **I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RESPONDER PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The purpose of this Request For Proposal (RFP) is to develop a list of approved branded fast food vendors and specific products in various categories to be served to secondary school students. Products will be evaluated for specifications and sampled using student taste testing. The Food Service Department reserves the right to taste test and add new vendors at any time whenever it best serves the needs of the students and cafeteria management. Subsequent additions will be taken to the School Board for approval before a vendor may be added. **Proposals will only be accepted from firms with approved brands or submitted samples for evaluation.** All sample testing will be done without product logo or identification. The students will rate each product individually. Products will not be compared. To provide samples for the testing period, please contact the Food Services Department at 850-469-5637 by **June 17, 2026**, to have the samples tested no later than **June 23, 2026**. Upon mutual written consent and approval of the School Board this Agreement will be issued in one (1) year increments up to a total of five (5) years subject to the availability of lawfully appropriated funds. The initial term of the Agreement(s) shall be from August 1, 2026 through July 31, 2027.

CALENDAR OF EVENTS	
RFP Posting Date	Wednesday, June 10, 2026
Deadline for Questions (See Page 2, Section I.)	Monday, June 15, 2026
Answers to Questions Posted and Addendum Issued if Needed (See Pages 2-3, Section I)	Wednesday, June 17, 2026
RFP Opening (See Page 1)	Wednesday, June 24, 2026
RFP Evaluation	Thursday, July 2, 2026
School Board Approval	Tuesday, July 21, 2026
Agreement Start Date	Saturday, August 1, 2026

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. The deadline for questions will be **Monday, June 15, 2026, 12:00 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 BidNet Direct website at <https://www.bidnetdirect.com/florida>. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each Responder to contact the Procurement Specialist or visit the BidNet Direct website to determine if an Addendum has been issued and to obtain such Addendum.

Any Addendum and answers to any questions received concerning this solicitation will be posted by close of business **Wednesday, June 17, 2026**. The direct link for solicitations and related documents is at <https://www.bidnetdirect.com/florida>.

All inquiries should be sent to:
Jaiden Shellenberger, Procurement Specialist
Procurement Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: JShellenberger@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. **The sole exception is to communicate with Katherine Dixon for the purpose of scheduling the required taste testing. 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:** The term "Responder, Vendor, Respondent, or Contractor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder 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 including inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. TERMS OF PAYMENT/INVOICING:** Payment terms should be Net 10 Days from receipt and acceptance of goods or services. Itemized school invoices, each bearing the applicable Purchase Order Number, should be submitted to Accounts Payable on the day of shipment. Invoices subject to cash discounts should be submitted to Accounts Payable on the date they are issued.

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 Procurement Director.

G. PACKAGING: 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 proposal 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 a proposal 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 RFP, 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:**
 - 1. DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder:
 - a) Refuses or fails to deliver the goods or services within the time specified;
 - b) Fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or;
 - c) 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.
 - 2. 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 Districts sole obligations will be to reimburse Responder for;
 - a) Those goods or services actually shipped/performed and accepted up to the date of termination, and;
 - b) 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 proposal 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. DOCUMENTATION FOR MEAL PATTERN REQUIREMENTS:** All RFP will include documentation for child nutrition meal pattern requirements. The submission of any or all of the following documents pertains to all RFP's, including those that already appear as an approved brand.
1. Child Nutrition (CN) Statement
 2. Product specifications detailing the nutrition content
 3. Product Formulation Statement.
- U. EVALUATION GUIDELINES: Any product offered that is not listed as an approved item in the Specifications and Pricing Section, VIII, must be tested.**
1. Contingent upon an acceptable proposed cost, 50% or more of students testing the product must determine it as acceptable for it to be placed on the approved list distributed to the cafeteria managers.
 2. A separate table/sampling area will be made available in the school dining area for each fast food product category. All products will be tested on the basis of a blind taste test.

3. It is the District's intent to provide eighty (80) appropriately sized samples for each product category, e.g., 1/16 of a 15 pizza, and 1/4 of a chicken sandwich.
4. Test sheets will be distributed to students participating in the taste test for the purpose of determining acceptability/unacceptability of each product.
5. Results from the test sheets will be tallied with full credit, i.e., seventy (70) points, given to those products deemed acceptable by 50% or more of participating students. The remainder of product acceptability will be based upon price, references, and vendor's past performance. These points will be assigned by the District's Evaluation Committee, 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 a 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 addenda 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 BidNet Direct website address at <https://www.bidnetdirect.com/florida> 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 Bid Net Direct website address at: <https://bidnetdirect.com/florida>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes. RFP tabulations, recommendations, or notices will not be automatically mailed.
- X. CONTACT:** All questions regarding this RFP must be directed to the designated Procurement Specialist 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, except for communications with Katherine Dixon solely for the purpose of scheduling taste tests. Any other such contact may 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. MODIFICATIONS:** Changes to specifications, terms, and conditions must be in writing and be by

mutual consent of both parties and School Board approval, if needed.

III. **SPECIAL CONDITIONS:** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. **EX-PARTE COMMUNICATION:** 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 Respondent or representative of any potential Responder to this solicitation with District Board members is also prohibited and will result in the disqualification of the Responder. **Any current vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the RFP. 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 – 42).** The signature on the first page must be an original or electronic signature – no fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any RFP 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 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 the copy "COPY." RFP documents may be printed double-sided with left margin, book-style binding.** If submitting an electronic RFP submission, provide only one completed document including all pages and attachments required for the RFP submission. No copy needs to be provided.
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. **If documents were sent with sample products, they should also be attached with your proposal document.**
4. **DRUG-FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to (Attachment A). Failure to return this form may result in your proposal not being accepted.
5. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** This form (Attachment B) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
6. If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to (Attachment C). Failure to return this form may result in your proposal not being accepted.

7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
9. **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 initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
12. **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, Responder 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 proposal, Responder agrees to comply with this form (Attachment J). It must be returned with your proposal. Failure to return this form may result in your proposal not being accepted.
15. **CERTIFICATION REGARDING LOBBYING:** By submitting a proposal, Responder agrees to comply with this form (Attachment K). It must be returned with your proposal. Failure to return this form may result in your proposal not being accepted.
16. **DISCLOSURE OF LOBBYING ACTIVITIES:** By submitting a proposal, Responder agrees that they have read this form (Attachment L). If it is not applicable, the Responder must indicate by **marking N/A** on the form and return it with your proposal. Failure to return this form may result in your proposal not being accepted.
17. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I:** By submitting a proposal, Responder agrees to comply with this form (Attachment M). It must be returned with your proposal. Failure to return this form may result in your proposal not being accepted.
18. **AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES:** By submitting a proposal, Responder agrees to comply with this form (Attachment N). It must be returned with your proposal. Failure to return this form may result in your proposal not being accepted.
19. Responder 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 Responder contact information.

C. **JESSICA LUNSFORD ACT:** Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Responder and all of its employees who provide

services while students are present 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 Responder providing any services on campus while students are present. **The Responder 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 the Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <https://www.escambiaschools.org/departments/human-resource-services/fingerprinting-badging>.

Responder will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder will update the list 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 Responder 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. Responder 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 Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- D. TERM:** The term of this agreement will be for the **period beginning on August 1, 2026 and ending July 31, 2027**. All terms 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 additional quantities at the agreement price at any time during the agreement period.
- E. PRICE ESCALATION:** The successful Responder shall have an opportunity to adjust the prices for the next school year if the notice with supporting documentation is received by the District's Procurement office by April 1 of each year. Price adjustments are subject to negotiation and approval from the District. Excessive price increases may be cause for termination.
- F. VENDOR WILL BE REGISTERED BY SCHOOL(S).** Responder may offer on all or any of the schools listed. Responder will be considered for only those high schools and associated feeder middle schools in which they have made an offer.
- G. ALTERNATE OFFER:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- H. 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 (1) and page two (2) of this document.
- I. ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- J. ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this

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 (Appendix A: 7 C.F.R. Part 3018).
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F. R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Rights to Inventions Made Under a Contract or Agreement (2 C.F.R. 200.326 Appendix II (F)).
12. Procurement of Recovered Materials (2 C.F.R. 200.322), EPA (40 C.F.R. Part 247).
13. Breach of Contract (2 C.F.R. Appendix II to Part 200 (b)).
14. Byrd Anti-Lobbying (2 C.F.R. 200.326 Appendix II (J)).

K. MINORITY/DISABLED SERVICE VETERAN SUPPLIERS: Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at <https://osd.dms.myflorida.com>

L. 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 solicitation 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.

M. 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.

- N. 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.
- O. IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.
- P. SPECIFICATIONS:** Proposals must be submitted in strict accordance with the specifications contained herein; if Responder 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.
- Q. 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.
- R. INCOMPLETE RFP INFORMATION:** Failure to submit complete information on an item may prevent consideration of your proposal for that item.
- S. WHOLE GRAIN RICH (IF APPLICABLE):** Where the term “**whole-grain rich**” appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.
- T. DISTRICT TASTE TEST:** A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in the District menu development. Students will taste samples and provide verbal feedback on the product's appearance, flavor, and texture. Students will discuss further comments regarding the samples with the taste test evaluator(s), such as the students likelihood to pick up the sample if served on the lunch line. The resulting approved or unapproved status of a new sample is decided based on the majority of the student's feedback during this student taste testing.
- U. SAMPLE REQUIREMENTS:** Samples are required under the circumstances listed below:
 - 1. The products offered have not been previously approved by the District.
 - 2. When the product code number has changed and a manufacturer letter stating the change/update that includes both the old and new number is not available.
 - 3. The 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 the 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.

IV. **DELIVERY, 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 Central Accounting Office.

- A. **DELIVERY MADE BY VENDOR'S OWN CONVEYANCE:** Deliveries will be made to individual schools by the vendor.
- B. **CAFETERIA COST CENTER NUMBER:** Each invoice shall list the School Cost Center and Contact List on it. Refer to Attachment O.
- C. **DELIVERY DATES/PERIOD:** Each invoice shall indicate the delivery dates.
- D. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of items offered on their proposal. Unit prices for items shall be recorded in the unit of measure presented in the RFP. All invoices shall be accurately extended.
- E. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in triplicate; and all three (3) copies must be signed by the cafeteria manager or their authorized representative. The three (3) copies will be distributed as follows and contain the following information:
 - 1. Two (2) copies left with the Cafeteria Manager at the time of delivery
 - 2. One (1) copy returned to the vendor.
 - 3. A list of school cafeterias with contact name and phone number for each school is on Attachment O – School Cost Center and Contact List.
 - 4. The Responder shall forward on a weekly basis signed invoices for the attached list of schools directly to the School Food Services Central Accounting Office. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statements only, providing that invoice numbers appear on each school cafeteria statement. Under normal conditions, payment may be expected within thirty (30) days after the invoices/statements are received in the Food Service Accounting Office.
 - 5. **Do not mail information to individual schools.** Except for the school's two (2) copies of the invoices, all other information shall be mailed to the following:

a) Escambia County School District
Food Service Accounting Office
75 N. Pace Blvd.
Pensacola, FL 32505

V. **SCOPE OF WORK AND PRODUCT SPECIFICATIONS:**

- A. **PRODUCT FRESHNESS AND QUALITY:** All entrees should be completely prepared and/or assembled **daily** at the local restaurant from ingredients that are fresh or freshly frozen and thawed with minimal refrigerated storage time (no more than seven (7) days). Preparation and holding times for all entrees delivered to school cafeterias should be identical to those required for restaurant service.
- B. **ORDERING:**
 - 1. All entrees should be available for ordering on each day of the 180-day school calendar to be

furnished by the successful quick service restaurant.

2. A standing order may be set by the cafeteria manager and may vary depending on the day of the week. Any changes to this order will be emailed, faxed or telephoned to the restaurant and should be received by 2:30 p.m. on the day before delivery.
3. Products shall be purchased by the District to be sold a la carte to the students by cafeteria personnel.

C. PRODUCT TRANSPORT AND DELIVERY:

1. The delivery schedule will be agreed upon by the cafeteria manager and restaurant contact and will include at least two (2) deliveries per day to coincide with the school's lunch periods.
2. All entrees shall be transported in appropriate Igloo-style coolers with approved hot or cold inserts for maintaining required temperatures according to the Florida Health Code. Coolers will be delivered to the area of the kitchen or dining room specified by the cafeteria manager and will be received and stored in cafeteria warming or cooling equipment agreed upon by the cafeteria manager and restaurant contact.
3. Delivery invoices should be signed at this time verifying receipt of the ordered quantity, appropriate temperature and guaranteed quality based on visual inspection; however, quality concerns expressed by customers may be addressed after meal service with possible product replacement or invoice adjustment as agreed upon by the cafeteria managers and restaurant contact.

D. MARKETING AND PROMOTIONAL MATERIALS:

1. If requested, awarded vendor(s) will provide on-site training with written materials for the cafeteria manager and staff emphasizing the proper handling and service of all entrees.
2. Awarded vendor(s) shall provide appropriate signage, at no cost, in the form of banners, table tents, balloons, inflatable mascots, outdoor signage and flyers.

VI. EVALUATION GUIDELINES: Any product offered that is not listed as an approved item in the Specification and Pricing Section, must be tested.

- A. Contingent upon an acceptable proposed cost, 50% or more of students testing the product must determine it as acceptable for it to be placed on the approved list distributed to the cafeteria managers.
- B. A separate table/sampling area will be made available in the school dining area for each fast food product category. All products will be tested on the basis of a blind taste test.
- C. It is the District's intent to provide eighty (80) appropriately sized samples for each product category, e.g., 1/16 of a 15" pizza, and ¼ of a chicken sandwich.
- D. Test sheets will be distributed to students participating in the taste test for the purpose of determining acceptability/unacceptability of each product.
- E. Results from the test sheets will be tallied with full credit, i.e., seventy (70) points, given to those products deemed acceptable by 50% or more of participating students. The remainder of product acceptability will be based upon price, references, and vendor's past performance. These points will be assigned by the District's Evaluation Committee.

VII. SCHOOLS TO BE SERVED: Potential schools to be served are as follows: Refer to Attachment O for address and contact information.

High Schools (7)	Middle Schools (8)
Escambia High	Jim Bailey Middle
Northview High	Bellview Middle
Pensacola High	Beulah Middle
Pine Forest High	Brown Barge Middle
Tate High	Ernest Ward Middle
Washington High	Ferry Pass Middle
West Florida High	Ransom Middle
	Workman Middle

VIII. SPECIFICATIONS AND PRICING: Responder shall list products being offered and the total price for each item. Pricing is all-inclusive of product and delivery cost to the school. Refer to pages 16-19 for item descriptions.

1) PIZZA FRESHLY PREPARED:

- a) Products are to be locally prepared in an established retail store/restaurant recognizable to students and school staff.
- b) Responders may offer a variety of pizza toppings. (ex. Cheese, Pepperoni, Meat Lovers).
- c) Pizza shall be delivered to the schools within fifteen (15) minutes after being taken from the oven and such arrival shall coincide with the school's established lunch periods.
- d) The successful Responder(s) shall be responsible for providing insulated bags, boxes, etc., to assure a fresh hot pizza is delivered to the school.
- e) Any cold or reheated pizza shall be refused. Pizza slices should be cut of equal size in order to satisfy student customer nutritional guidelines.
- f) Inconsistent-sized slices will be rejected and returned for full credit.

- i) **NUTRITION REQUIREMENTS:** All a la carte pizzas must meet specific nutritional guidelines where each pizza slice must contain:

- (1) Less than or equal to 350 calories.
- (2) Less than or equal to 480 mg of sodium.
- (3) No more than 35% of calories from total fat.
- (4) No more than 10% of calories from saturated fat.
- (5) Zero grams of trans fat.
- (6) No more than 35% of weight from total sugars.
- (7) Whole Grain Rich (51% Whole Grain).

- g) **AVERAGE DAILY SALES PROJECTIONS:** Projections are for planning purposes only and do not guarantee purchase volumes. Responders shall provide products identical or equivalent to the approved sample. Projections are based on an 8-cut pizza with a minimum 14" diameter. Any deviations must be identified and accompanied by specification sheets.

MIDDLE SCHOOL	RANGE	HIGH SCHOOL	RANGE
Bailey	N/A	Escambia	N/A
Bellview	0-25	Northview	50 - 100
Beulah	N/A	Pensacola	75 – 100
Brown Barge	100-125	Pine Forest	N/A
Ernest Ward	50-100	Tate	125-175
Ferry Pass	50-75	Washington	N/A
Ransom	75-125	West FL Tech	75-100
Workman	25-50		

h) APPROVED BRANDS:

i) Dominos, Smart Slice

ii) Pizza Hut, A+ Pizza

List all available products, meeting specifications and guidelines, that you are offering. This list should include the type of cheese, meat, and crust. Pizza size and delivered price for each item should be included.

List: Product, Type of Cheese, Type of Meat, And Crust	Price Each

Place an X by each school you will be able to serve pizza if awarded: Refer to Attachment O for cafeteria information.

MIDDLE SCHOOL	SERVE (X)	HIGH SCHOOL	SERVE (X)
Bailey		Escambia	
Bellview		Northview	
Beulah		Pensacola	
Brown Barge		Pine Forest	
Ernest Ward		Tate	
Ferry Pass		Washington	
Ransom		West FL Tech	
Workman			

2) **CHICKEN SANDWICHES:** Products are to be locally prepared in an established retail store/restaurant recognizable to students and school staff. The successful responder(s) shall be responsible for providing insulated bags, boxes, etc., to assure fresh hot sandwiches are delivered to the school. Any cold or reheated sandwiches shall be refused.

a) **TRADITIONAL CHICKEN SANDWICH:** Sandwich contains a breaded and fried, all natural (containing no preservatives), whole muscle, seasoned breast filet. The breast filet must be dipped in an egg wash and then a seasoned bread (whole grain) coating at the local restaurant and just prior to frying for freshest quality; served on a whole grain rich bun.

b) **CHARGRILLED CHICKEN SANDWICH:** Sandwich contains an unbreaded chargrilled, all-natural (containing no preservatives) whole muscle seasoned breast filet, served on an unbuttered whole grain rich bun.

c) **CHICKEN STRIP SLIDER:** Slider contains a breaded and fried, all-natural (containing no preservatives), whole muscle, seasoned chicken tender. The tender must be dipped in an egg wash and then a seasoned bread (whole grain rich) coating at the local restaurant, and just prior to frying for the freshest quality; served on a whole grain rich bun.

i) **NUTRITION REQUIREMENTS:** Responder shall provide specification sheet(s) for items offered. All chicken sandwiches must meet specific nutritional guidelines where each sandwich must contain:

- (1) Less than or equal to 350 calories.
- (2) Less than or equal to 480 mg of sodium.
- (3) No more than 35% of calories from total fat.
- (4) No more than 10% of calories from saturated fat.
- (5) Zero grams of trans fat.
- (6) No more than 35% of weight from total sugars.
- (7) Whole Grain Rich (51% Whole Grain).

d) **AVERAGE DAILY SALES PROJECTIONS:** Projections are for planning purposes only and do not guarantee purchase volumes. Responders shall provide products identical or equivalent to the approved sample.

MIDDLE SCHOOL	RANGE	HIGH SCHOOL	RANGE
Bailey	25	Escambia	50
Bellview	25	Northview	25
Beulah	25	Pensacola	25
Brown Barge	25	Pine Forest	25
Ernest Ward	25	Tate	75
Ferry Pass	25	Washington	25
Ransom	50	West FL Tech	75
Workman	25		

e) APPROVED BRANDS:

i) Chick-Fil-A

List all available products, meeting specifications and guidelines, that you are offering. This list should include the type of cheese, meat, and crust. Pizza size and delivered price for each item should be included.

List: Sandwich Ingredients, bread, etc.	Price Each

Place an X by each school you will be able to serve pizza if awarded: Refer to Attachment O for cafeteria information.

MIDDLE SCHOOL	SERVE (X)	HIGH SCHOOL	SERVE (X)
Bailey		Escambia	
Bellview		Northview	
Beulah		Pensacola	
Brown Barge		Pine Forest	
Ernest Ward		Tate	
Ferry Pass		Washington	
Ransom		West FL Tech	
Workman			

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.

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.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

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

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



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

Initials of Each Signatory:

State of Florida

Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

General Counsel Approved 04 24 24

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, 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 School Board of Escambia County (SBEC). ECSD or SBEC 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 SBEC 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 SBEC. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC 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 SBEC 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 of further public contracts for a period of at least one (1) year after termination.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

ATTACHMENT I

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

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

ATTACHMENT J

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.)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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.	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 <i>(Street Address, City, County, State, Zip Code)</i>	
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.

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).

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
 AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

SCHOOL LIST

**The Food Services Central Office is located at 42 E. Texar, Pensacola, FL 32503,
Main phone number - (850) 469-5625.**

COST CENTER	SCHOOL / ADDRESS	CAFETERIA MANAGER / PHONE NUMBER
1221	Jim C. Bailey Middle 4110 Bauer Road, Pensacola, FL 32506	Kathleen Raughton, Cafeteria Manager Phone: 850-806-5930
0051	Bellview Elementary 4425 Bellview Avenue, Pensacola, FL 32526	Talia Henderson, Cafeteria Manager Phone: 850-786-6715
0061	Bellview Middle 6201 Mobile Highway, Pensacola, FL 32526	Heather Henderson, Cafeteria Manager Phone: 850-777-5813
0941	Beulah Elementary 6201 Helms Road, Pensacola, FL 32526	Lela Emerson, Cafeteria Manager Phone: 850-786-6812
1291	Beulah Middle 6001 W. Nine Mile Road, Pensacola, FL 32526	Debbie Buttitta, Cafeteria Manager Phone: 850-316-3866
1241	Blue Angels Elementary 1551 Dog Track Road, Pensacola, FL 32506	Stephanie Bass, Cafeteria Manager Phone: 850-453-7403
0101	Bratt Elementary 5721 County Road 99, Century, FL 32535	Chloe Orr, Cafeteria Manager Phone: 850-761-6157
0111	Brentwood Elementary 4820 N. Palafox Street, Pensacola, FL 32505	Ron Mixon, Cafeteria Manager Phone: 850-595-6805
0671	Brown Barge Middle 201 E. Hancock Lane, Pensacola, FL 32503	Amanda Angelo, Asst. Cafeteria Manager Phone: 850-903-0496
0191	N.B. Cook Elementary 1310 N. 12th Avenue, Pensacola, FL 32503	Ed Carroll, Cafeteria Manager Phone: 850-595-6826 ext. 229
0231	Cordova Park Elementary 2250 Semur Road, Pensacola, FL 32503	Loretta Wilson, Asst. Cafeteria Manager Phone: 850-595-68302719
0271	Ensley Elementary 501 E. Johnson Avenue, Pensacola, FL 32514	Anita Heard, Cafeteria Manager Phone: 850-494-5602
0541	Ernest Ward Middle 7650 FL-97, Walnut Hill, FL 32568	Carrie Fields, Cafeteria Manager Phone: 850-761-6301 ext 116
0281	Escambia High 1310 North 65 th Avenue, Pensacola, FL 32506	Tonya Crummel, Cafeteria Manager Phone: 850-453-7454

0291	Ferry Pass Elementary 8310 N. Davis Highway, Pensacola, FL 32514	Shandala Hill, Cafeteria Manager Phone: 850-453-7454
0301	Ferry Pass Middle 8355 Yancey Avenue, Pensacola, FL 32503	Na'Keil Lovelace, Cafeteria Manager Phone: 850-430-7577
1281	Global Learning Academy 100 N. "P" Street, Pensacola, FL 32505	Steven Helton, Cafeteria Manager Phone: 850-494-5654
0021	Hellen Caro Elementary 12551 Meadson Road, Pensacola, FL 32506	Gigi Deluna, Cafeteria Manager Phone: 850-850-492-5323
0602	Reinhart Holm Elementary 6101 Lanier Drive, Pensacola, FL 32504	Filicity Kerr, Cafeteria Manager Phone: 850-876-7190
0031	Jim Allen Elementary 1051 County Highway 95A, Cantonment, FL 32533	Ginjer Smith, Cafeteria Manager Phone: 850-937-2271
1311	Kingsfield Elementary 900 W. Kingsfield Road, Cantonment, FL 32533	Lezlie McLaughlan, Cafeteria Manager Phone: 850-937-5213
0771	Lincoln Park Elementary 7600 Kershaw Street, Pensacola, FL 32534	Tonja Holland, Cafeteria Manager Phone: 850-494-5622
1201	R.C. Lipscomb Elementary 10200 Ashton Brosnanham Dr., Pensacola, FL 32534	Sharleen Luoma, Cafeteria Manager Phone: 850-316-9735
0863	Longleaf Elementary 2600 Longleaf Drive, Pensacola, FL 32526	Sherry Flynn, Cafeteria Manager Phone: 850-941-6121
0921	McArthur Elementary 330 E. Ten Mile Road, Pensacola, FL 32534	Cory Finch, Cafeteria Manager Phone: 850-806-6417
1261	Molino Park Elementary 899 FL-97, Molino, FL 32577	Shelly McArthur, Asst. Cafeteria Manager Phone: 850-806-6417
0361	Montclair Elementary 820 Massachusetts Ave, Pensacola, FL 32505	Whitney Hickson, Cafeteria Manager Phone: 850-595-6970
0371	Myrtle Grove Elementary 6115 Lillian Highway, Pensacola, FL 32506	Darcy Carter, Cafeteria Manager Phone: 850-453-7413
0381	Navy Point Elementary 1321 Patton Drive, Pensacola, FL 32507	Ruth Stricker, Cafeteria Manager Phone: 850-453-7417
1231	Northview High 4100 West Highway 4, Bratt, FL 32535	Terry Emmons, Asst. Cafeteria Manager Phone: 850-761-6019

0391	Oakcrest Elementary 1820 Hollywood Avenue, Pensacola, FL 32505	Tabitha Scott, Cafeteria Manager Phone: 850-595-6985
0411	Pensacola High 500 West Maxwell Street, Pensacola, FL 32503	Debra Arms, Cafeteria Manager Phone: 850-595-1523
0862	Pine Forest High 2500 Longleaf Drive, Pensacola, FL 32526	Cumi Thompson, Cafeteria Manager Phone: 850-941-6160
0441	Pine Meadow Elementary 10001 Omar Avenue, Pensacola, FL 32534	Tonja Holland, Cafeteria Manager Phone: 850-494-5632
0451	Pleasant Grove Elementary 10789 Sorrento Road, Pensacola, FL 32507	Lakysa Tolbert, Cafeteria Manager Phone: 850-492-4319
0221	Ransom Middle 1000 W. Kingsfield Road, Cantonment FL 32533	Laura Winslow, Cafeteria Manager Phone: 850-937-2237
0461	Scenic Heights Elementary 3801 Cherry Laurel Drive, Pensacola, FL 32504	Lauren Elliott, Cafeteria Manager Phone: 850-494-5637
0471	O. J. Semmes Elementary 1250 E. Texar Drive, Pensacola, FL 32503	Ed Carroll, Cafeteria Manager Phone: 850-595-6974
0491	Sherwood Elementary 501 Cherokee Trail, Pensacola, FL 32506	Candi Pritchett, Cafeteria Manager Phone: 850-453-7422
0501	A.K. Suter Elementary 501 Pickens Avenue, Pensacola, FL 32503	Aimee Ault, Cafeteria Manager Phone: 850-850-595-6812
0521	J.M. Tate High 1717 Tate Road, Gonzalez, FL 32560	Grace Miller, Cafeteria Manager Phone: 850-937-2323
0551	Warrington Elementary 220 N. Navy Boulevard, Pensacola, FL 32507	Larry Lamont, Cafeteria Manager Phone: 850-453-7427
0951	Booker T. Washington High 6000 College Blvd., Pensacola, FL 32504	Dianna Weekley, Cafeteria Manager Phone: 850-806-8001
0572	C.A. Weis Elementary 2701 N. "Q" Street, Pensacola, FL 32505	Day Maldonado, Cafeteria Manager Phone: 850-595-6887
1251	West Florida High 2400 Longleaf Drive, Pensacola, FL 32526	Chandra Gorham, Cafeteria Manager Phone: 850-876-7382
0581	West Pensacola Elementary 801 N. 49th Avenue, Pensacola, FL 32506	Ann Barge, Cafeteria Manager Phone: 850-806-8085

0601	Workman Middle 6299 Lanier Drive, Pensacola, FL 32504	Sharon Horne, Cafeteria Manager Phone: 850-876-7032
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updated 3/5/26

RFP #261802 Fast Food Partnership Proposal Checklist

Prior to submitting your proposal, please review, check each box, and sign below.

The entire RFP document should be returned (pages 1-42)

- ☐ The signature on the first page must be an original or electronic signature – no fax or email documents will be accepted
- ☐ Return your original proposal and one (1) copy – please mark copy for mailed proposals
- ☐ Proposals may be printed double sided with left margin, book-style binding if mailed
- ☐ Product specification description (pages 14-19) or certifications must be attached if requested for an item in the Specifications and Pricing Section.

****Proposal can also be submitted electronically at BidNetDirect.com/florida****

Attachments

- ☐ Attachment A – Drug Free Workplace
- ☐ Attachment B – Certification Regarding Debarment
- ☐ Attachment C – Reference Release Form
- ☐ Attachment D – USDA Certificate of Independent Price Determination
- ☐ Attachment E – Non-Collusion Affidavit
- ☐ Attachment F – ECSD Public Records Addendum
- ☐ Attachment G – Vendor Certificate Regarding Scrutinized Companies List
- ☐ Attachment H – Vendor Certificate Regarding E-Verify
- ☐ Attachment I – USDA Civil Rights Statement
- ☐ Attachment J – Purchases/Buy American
- ☐ Attachment K – Certification Regarding Lobbying
- ☐ Attachment L – Disclosure of Lobbying Activities
- ☐ Attachment M – Certification Regarding Drug-Free Workplace (Grants)
- ☐ Attachment N – Certification Regarding Coercion for Labor and Services
- ☐ Attachment O - School Cafeteria Manager & Code List

If an attachment does not apply, please write N/A and provide your signature on the form

Company Name: _____

Authorized Signature: _____

Date: _____