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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT

POSTING DATE:
October 5, 2026

PROCUREMENT DEPARTMENT CONTACT & TELEPHONE:
Connie Johnson (850) 469-6210
cjohnson16@ecsdfl.us

BID TITLE:
Miscellaneous Food Items

BID NUMBER:
270302

BID OPENING DATE & TIME **Monday, October 19, 2026 1:30 p.m. CST**

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

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 **If submitting electronically, Bidders shall submit their responses on BidNetDirect.com/florida.** Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE_____BIDNET_____DEMAND STAR_____PRIME VENDOR_____

OTHER____(PLEASE SPECIFY_____) MINORITY/DISABLED SERVICE VETERAN SUPPLIER_____

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

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

9500-PUR-029 (rev Jan 2004)

I. INTRODUCTION & GENERAL INFORMATION

The purpose of this solicitation is to enter into a purchase agreement for miscellaneous food items for school cafeterias for the period beginning November 18, 2026 through September 30, 2027 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall be in effect for the period of October 1, 2027 through September 30, 2028. This solicitation is for the National School Lunch Program (NSLP) and Summer Food Service Program (SFSP). All terms and conditions of the agreement shall remain in effect for the entire term(s) of this agreement. The District does not pay fuel adjustment charges. Food deliveries will be shipped to the ECSD Central Warehouse, 51 E Texar Drive, Pensacola, FL 32503. The quantities and delivery dates listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated quantities. However, the District reserves the right to adjust the number of shipments and/or purchase additional quantities at the contract price at any time during the contract period.

CALENDAR OF EVENTS	
Bid Posting Date	Monday, October 5, 2026
Deadline for Questions (See Page 2, Section I.)	Thursday, October 8, 2026
Answers to Questions Posted and Addendum Issued if Needed (See Pages 2-3, Section I)	Monday, October 12, 2026
Bid Opening (See Page 1)	Monday, October 19, 2026
Bid Evaluation	Friday, October 23, 2026
School Board Approval	Tuesday, November 17, 2026
Agreement Start Date	Wednesday, November 18, 2026

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this bid, you must send a sample for review by **October 16, 2026, 12:00 PM, CST**. *When offering an alternate product, bidders must submit a* ***full case sample in its original packaging and all required documentation****.* Failure to do so may result in the bid being considered **non-responsive** for the applicable item. Unmarked boxes or bags containing loose samples are not accepted. Samples should be clearly labeled **"SAMPLE FOR BID #270302"**. If planning to send samples, the sample form and instruction will be posted on the BidNet Direct website at https://www.bidnetdirect.com/florida. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse located at 51 East Texar Drive, Pensacola, FL 32503. Refer to **Section T - Samples and Brand Names on pages 6 and 7.**

QUESTIONS: Due to time constraints, it is recommended that bidders send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. The deadline for questions will be **Thursday, October 8, 2026** will be made by Addendum. Any Addendum issued concerning this ITB will be posted on the BidNet Direct website at https://www.bidnetdirect.com/florida. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each bidder 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 on **Monday, October 12, 2026.** The direct link for solicitations and related documents is at https://www.bidnetdirect.com/florida.

All inquiries should be sent to:
Connie Johnson, Procurement Specialist
Procurement Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: cjohnson16@ecsdfl.us

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this Bid. Vendors are expected to utilize this representative for **ALL** Information regarding this Bid. Vendors who contact any other District employee regarding the subject of this bid are subject to disqualification from participating in this Bid.

II. GENERAL TERMS AND CONDITIONS: The term "Bidder, Responder, Vendor, Respondent, or Contractor" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

A. GENERAL: Upon award of this ITB, the resulting Contract, or any portion thereof, may, upon mutual written agreement of the parties, be extended for an additional term(s) or for additional quantities. All original terms and conditions shall remain in effect during any approved extension. Subject to the mutual consent of the parties, the pricing, terms, and conditions of this ITB for the products or services specified herein may be extended to other municipal, city, or county government agencies, school boards, community or state colleges, or state universities within the State of Florida.

B. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bid only; details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their bids, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

C. WARRANTY: All goods and services furnished by the Bidder pursuant to this ITB shall be warranted to meet or exceed the specifications contained herein. In the event of a breach of warranty or failure to comply with the specifications, the Bidder shall take all necessary corrective action, at the Bidder's expense, to remedy such breach in the most expeditious manner possible.

D. **PRICING:** All prices submitted shall include all packaging, handling, shipping, freight, and delivery charges to any location within Escambia County, Florida, including inside delivery where required. 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 30 Days from receipt and acceptance of goods or services, and Bidder's invoice. Itemized 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 Bidder retains the sole insurable interest in the goods.
2. The shipper will prepay all transportation charges. The school District will not accept collect freight charges.
3. No premium carriers will be used for the School District's account without prior written consent of the 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 Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.

J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.

K. **RISK OF LOSS:** The Bidder assumes the following risks:

1. All risks of loss or damage to all goods, work in process, materials and equipment until the delivery

thereof as herein provided

2. All risks of loss or damage to third persons and their property until delivery of all goods as herein provided

3. All risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District

4. All risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

L. LAWS AND REGULATIONS: Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

M. PUBLIC ENTITY CRIMES: A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit a Bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

N. PATENTS: Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this Bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

O. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

P. TERMINATION:

1. **DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder:

    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 Bid 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 the Bidder for;

   a) Those goods or services actually shipped/performed and accepted up to the date of termination, and;

   b) Costs incurred by the Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidders, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.

Q. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, an Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

R. **PERFORMANCE**: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no Bid or performance bond is required. However, upon award and subsequent default by the Bidder, the School District reserves the right to pursue any or all of the following remedies:

1. To accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations;
2. The Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years;
3. Any other remedy available to the School District in tort or law.

S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.

T. **SAMPLES AND BRAND NAMES:**

1. **SAMPLES:** Any sample required by this Bid or submitted at the Bidder's option shall be forwarded under separate cover to the Escambia County School District Central Warehouse. The package or container shall clearly reference the Bid number, Bid title, and applicable item number and be marked "SAMPLES." All samples shall be provided at no cost to the School District, including all shipping and transportation charges. Bidders are responsible for notifying the School District and making arrangements for the pickup of samples if their return is desired. Any samples not claimed

within thirty (30) days following award or completion of the evaluation process may be disposed of at the sole discretion of the School District.

2. **BRAND NAMES:** Specifications referencing specific brand names and models are intended to describe the type and quality of materials, workmanship, and performance that the School District expects to receive at a minimum. Bidders offering an alternate product to the referenced brand/model shall:

    a) Identify the manufacturer's name, brand name, model number, and/or part number in the space provided within the Bid.

    b) Indicate "ALT" next to the proposed price to identify an alternate offering.

    c) Provide sufficient technical specifications, product literature, and supporting documentation to enable the School District to conduct a preliminary evaluation when a sample is not submitted with the Bid.

    d) Upon request by the School District, provide a sample, trial product, or product demonstration, as deemed appropriate by the School District, at no cost to the District.

3. The School District reserves the sole right to determine the acceptability of any alternate product offered.

U. DOCUMENTATION FOR MEAL PATTERN REQUIREMENTS: All Bids will include documentation for child nutrition meal pattern requirements. The submission of any or all of the following documents pertains to all Bid'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.

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

1. Primary factors used to determine awards under this ITB will be Price, quality, availability, and responsiveness. Other factors that may be considered during the evaluation process include:

    a) Administrative costs incurred by the School District in association with the administration of any resulting contract

    b) Alternative payment terms

    c) The Bidder's past performance with the School District or other comparable entities.

2. The School District reserves the right to evaluate Bids by group, category, line item, or in their entirety; to accept or reject any Bid, in whole or in part; and to waive minor irregularities when such action is determined to be in the best interest of the School District. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

3. The School District shall have sole discretion in determining evaluation and testing methods, including product reviews, sample evaluations, and taste tests, where applicable.

4. Award may be made on either of the following bases:

    a) **Line Item Award:** Award for each line item may be made to the lowest responsive and responsible Bidder offering a product listed on the approved products list. When an alternate product is offered, award may be made only after the product has been tested and approved by the School District in accordance with the sample requirements of this ITB. The School District reserves the right to reject any bid containing minimum shipment requirements. A bid containing minimum shipment requirements shall receive consideration only if such requirements are accepted by the School District.

    b) **Lot Award:** Award may be made on an aggregate low-price basis for all line items within a similar or compatible lot. For example, all rice products may be awarded as a single lot to one (1) Bidder.

5. The School District may also consider products, services, and pricing available through contracts awarded by state, federal, and local governmental agencies, cooperative purchasing organizations, and other Florida school districts. The School District reserves the right to make award(s) in the manner determined to be in its best interest and in accordance with applicable law and the requirements of this ITB.

W. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Procurement Specialist referenced on the Bid 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 Bids. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of a consequent decision. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the receipt of all addenda issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore, oral statements given before the Bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the BidNet Direct website address at https://www.bidnetdirect.com/florida at least five workdays prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Bid.

X. BID TABULATIONS, RECOMMENDATIONS, AND PROTEST: Bid 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. Bid tabulations, recommendations, or notices will not be automatically mailed.

Y. CONTACT: All questions regarding this Bid must be directed to the designated Procurement Specialist noted on page one. Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this Bid prior to posting of the final tabulation and award recommendation. Any other such contact may be cause for rejection of your Bid.

Z. BID PREPARATION COSTS: Neither the School District nor its representatives shall be liable for any

expenses incurred in connection with the preparation of a response to this Bid.

AA. 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.

BB. 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 Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer. Ex parte communication (whether verbal or written) by any potential Bidder or representative of any potential Bidder to this solicitation with District Board members is also prohibited and will result in the disqualification of the Bidder. **Any current vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid. Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.**

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

1. **The entire Bid document (pages 1 – 50).** 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 Bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.

2. **Return your original Bid and one copy.** The copy should be a photocopy of your original Bid and there should be no differences in the Bid document or attached enclosures. Any difference or failure to include Bid attachments in both sets may cause your Bid to be rejected. **Please mark the copy "COPY." Bid documents may be printed double-sided with left margin, book-style binding.** If submitting an electronic Bid submission, provide only one completed document including all pages and attachments required for the Bid 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 Bid 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 Bid not being accepted.

5. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**

VOLUNTARY EXCLUSION: This form (Attachment B) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.

6. **REFERENCE RELEASE FORM (NO. P-002):** 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 Bid not being accepted.
7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.
9. **Copy of Bidder's current business license.**
10. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
11. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be initialed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
12. **E-VERIFY:** This form (Attachment H) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
13. **USDA CIVIL RIGHTS STATEMENT:** By submitting a Bid, Bidder agrees to comply with this form (Attachment I). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
14. **PURCHASES/BUY AMERICAN:** By submitting a Bid, Bidder agrees to comply with this form (Attachment J). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
15. **CERTIFICATION REGARDING LOBBYING:** By submitting a Bid, Bidder agrees to comply with this form (Attachment K). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
16. **DISCLOSURE OF LOBBYING ACTIVITIES:** By submitting a Bid, Bidder agrees that they have read this form (Attachment L). If it is not applicable, the Bidder must indicate by **marking N/A** on the form and return it with your Bid. Failure to return this form may result in your Bid not being accepted.
17. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I:** By submitting a Bid, Bidder agrees to comply with this form (Attachment M). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
18. **AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES:** By submitting a Bid, Bidder agrees to comply with this form (Attachment N). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.

19. Bidder 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 Bidder contact information.

20. **PROVIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS:** This form (Attachment O) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.

C. **JESSICA LUNSFORD ACT:** Bidder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Bidder 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 Bidder providing any services on campus while students are present. **The Bidder 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 Bidder and its employees. The Bidder 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. Bidder 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. Bidder 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 Bidder 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. Bidder 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 Bidder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes**. For Direct Shipments to the Central Warehouse, Background Screening Requirements Do Not Apply.**

D. **TERM:** The term of this agreement will be for the **period beginning on November 18, 2026 and ending September 30, 2027.** The one (1) year renewal option shall begin on October 1, 2027 through September 30, 2028 contingent upon mutual consent of both parties and School Board approval. 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. **DISCONTINUED/SUBSTITUTE ITEMS:** If a manufacturer or supplier discontinues a specified product during the term of the Contract, the awarded Bidder shall notify the Procurement Specialist identified in this ITB in writing. The Bidder shall provide information regarding available replacement products and any corresponding price reductions applicable to the discontinued product. No substitute product shall be provided without the prior written approval of the District. The Bidder must obtain written authorization from the District before implementing any product substitution or price adjustment.

F. **MINIMUMS:** The Bidder may include a statement or notation on items that may have minimum order quantities or values that would affect the final ordering process.

G. BID QUANTITIES: Quantities indicated in this Bid are estimates based on prior years usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as the quantities reflect.

H. ALTERNATE BID: The District shall have sole discretion in accepting or rejecting any alternate product offered.

I. ALTERNATE PRODUCTS: The District pre-approves products prior to Bid evaluation. Offering any product not listed on the approved list at the time of Bid posting is an alternate Bid. Bidders 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 Bid. 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 Bid. Requests should be made to the Procurement Specialist listed on page one (1) and page two (2) of this document.

J. 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.

K. ADDITIONAL FEDERAL REQUIREMENTS: While not provided as separate certifications in this Bid by signing this Bid, the signatory attests to the applicable certification provisions listed below:

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1et 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).

L. **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

M. **BUY AMERICAN ACT:** As a participating sponsor in USDA's National School Lunch and School Breakfast Programs, must adhere to the 'Buy American' provision (7 CFR Parts 210.21(d)). Section 104(d). **Refer to Attachment O (page 46).**

N. **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 Bid.** 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.

O. **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.

P. **IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.

Q. **SPECIFICATIONS:** Bids must be submitted in strict accordance with the specifications contained herein; if Bidder is submitting a Bid not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the Bid and samples must be provided as described on page two.

R. **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.

S. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your Bid for that item.

T. **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.

U. **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.

V. 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)** The manufacturing firm or process has changed since the product was last tested by the District.
    - **c)** More than five (5) years has elapsed since the product was last tested.
    - **d)** The Food Services Department wishes to test for any reason.

IV. PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS:

A. ALTERNATE PACKAGING: Due to variations in commercially available container types, container sizes, and units per case, Bidders may offer alternate packaging.

1. Any alternate packaging offered must be substantially equivalent to the packaging specified and must be clearly identified as an alternate bid.
2. Any proposed changes in packaging, container size, or units per case must be clearly indicated in the Bid and will be evaluated based on the best interests of the School District.

B. EXTERIOR LABELING: The net product contents and all information required by applicable federal and state regulations shall be displayed on the exterior of all shipping containers and product packaging delivered under this Contract.

C. LOT IDENTIFICATION: All products delivered shall bear the manufacturer's lot code, production code, or other traceability information sufficient to identify the product and production lot.

D. BRAND/TRADE NAME: The Bidder shall identify in its Bid the brand name, trade name, or manufacturer's designation of each product offered.

E. BRAND/PACKER IDENTIFICATION: Products delivered under any resulting Contract shall be identified by the brand, trade name, and/or packer submitted in the Bid unless otherwise approved in writing by the School District.

F. SHIPPING CONTAINERS OVER 25 UP TO 50 POUNDS: Shipping containers packed with more than twenty-five (25) pounds and not exceeding a maximum net weight of fifty (50) pounds shall be marked as follows:

1. All marking materials shall be flat, water-fast, non-smearing, and readily legible on fiber containers. Markings shall provide a definite contrast against the surface of the container. Markings may be stenciled, mechanically printed, or applied using mechanically printed labels. Lettering and numbers shall be not less than three-eighths (3/8) inch (9.5 mm) in height. Labels shall be securely affixed to prevent removal in intact

form.

2. Markings shall be located on one end of the container in the following sequence:

    a) Upper Left-Hand Area: The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.

    b) Lower Left-Hand Area: The applicable grade or selection (U.S. Prime, U.S. Choice, etc.) and the Purchase Order (P.O.) Number.

    c) Lower Right-Hand Area: The net weight of the product. The numerical entry may be applied using a felt-tip pen, crayon, or pencil.

V. ORDER PLACEMENT AND DELIVERY PROCEDURES:

A. ORDERING PROCEDURES: Individual cafeterias shall not place orders directly with the awarded Bidder. *All orders for items awarded under this ITB shall be issued by the Procurement Office of the School District of Escambia County*. Any additions, deletions, modifications, or other changes to existing orders must also be authorized and issued through the Procurement Office.

B. SHIPPING/RECEIVING REQUIREMENTS:

1. All merchandise shipped in quantities of fifty (50) cases or more shall be palletized on 48" x 40" grocery pallets. The maximum pallet height shall be sixty-eight (68) inches, measured from the bottom of the pallet to the top of the stacked product. Products requiring stacking above sixty-eight (68) inches for shipping purposes shall include an additional slip sheet at the sixty-eight (68) inch level to facilitate down-stacking and storage upon delivery to the Warehouse. Frozen or refrigerated products shipped at heights exceeding sixty-eight (68) inches shall not exceed eighty-four (84) inches in total height, which is the maximum height clearance of the receiving dock doors. Shipments exceeding eighty-four (84) inches in height may be refused.

2. All shipments and deliveries shall be received and signed for by the Warehouse Manager or an authorized designee. Delivery appointments must be scheduled at least twenty-four (24) hours in advance by contacting Warehouse personnel at (850) 469-5321 or (850) 469-5623, or by email at whsreceiving@ecsdfl.us.

    a) Delivery times are as follows:

        (1) Monday - Friday: 6:30 a.m. - 1:00 p.m. CST

    b) Deliveries must be made directly to the School District Warehouse located at:

        (1) 51 East Texar Drive
        Pensacola, FL 32503

        (2) As designated on the Purchase Order.

3. All shelf-stable products delivered to the ECSD Warehouse shall have a minimum remaining shelf life of six (6) months at the time of delivery. Best-by dates shall be clearly marked on the side of each case or pallet.

a) **NOTE:** Failure to comply with these delivery requirements may result in refusal of the shipment and the District shall not be responsible for any additional costs, including but not limited to freight, shipping, handling, storage, or restocking fees.

C. DESTINATION INSPECTION: Final acceptance of all products shall be made by the consignee at the point of delivery. The consignee may reject:

1. Products that are not identified with the appropriate "USDA Accepted as Specified" stamp.
2. Products that bear the appropriate stamp but exhibit obvious or material deviations from specification requirements. Products certified by USDA that, in the opinion of the consignee, contain deviations that do not materially affect usability may be tentatively accepted pending verification by local USDA grading personnel. Any deviations identified at delivery shall be promptly reported to USDA personnel for investigation.

D. CONDITION OF PRODUCT AT TIME OF DELIVERY: The Contractor shall ensure that refrigerated vehicles are used when required to protect products during transportation and that all transportation practices comply with applicable HACCP (Hazard Analysis and Critical Control Point) requirements and food safety regulations. Upon delivery, all products shall comply with the applicable specifications and shall be subject to inspection by the consignee for cleanliness, condition, and wholesomeness.

E. DELIVERY EQUIPMENT (FROZEN FOOD): The successful Bidder and/or its carrier shall utilize properly insulated, mechanically refrigerated, and thermostatically controlled equipment. Cooler (non-frozen) products shall be maintained at temperatures between 35°F and 38°F. Frozen products shall be maintained at 0°F or below. *Compliance with these temperature requirements shall be evident upon arrival at the District Warehouse. All frozen food products must arrive in a hard-frozen condition.*

F. PRODUCT RECEIVED IN A CONDITION RENDERING IT UNFIT FOR HUMAN CONSUMPTION: All products delivered shall be processed, handled, and packaged in accordance with accepted commercial food safety practices. Any product that, in the opinion of the District Warehouse Manager, Food Services Department, local Health Department, or USDA inspector, is determined to be unfit for human consumption shall be refused and returned to the shipper at the shipper's expense, or otherwise disposed of at the shipper's direction and expense. Any frozen product that has thawed or exhibits evidence of thawing and refreezing may be deemed unfit for human consumption and refused.

VI. 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 Accounting Office.

A. DELIVERIES MADE BY BIDDER'S OWN CONVEYANCE: When deliveries are made using the Bidder's own vehicles, delivery receipts or packing slips shall accompany the shipment to the Warehouse. An original and two (2) copies shall be provided to the Warehouse Manager or authorized designee. If the shipment is received complete and in good condition, all copies will be signed. The Warehouse Manager shall retain the original and one (1) copy and return the remaining signed copy to the Bidder. Any discrepancies, including damaged goods, incorrect products, shortages, or overages, shall be noted on the delivery receipt or

packing slip at the time of delivery. The Bidder's driver shall contact the Bidder for authorization to make any necessary corrections to the delivery documentation before departing the delivery location.

B. **DELIVERIES MADE VIA COMMON CARRIER OR TRUCK:** When deliveries are made by common carrier or contract truck, delivery receipts or packing slips shall accompany the shipment or be provided to the Warehouse Manager in advance of delivery. In the event products are received with visible transit damage, the Warehouse Manager may note the extent of the damage on the carrier's freight bill and/or delivery receipt and provide a copy to the Bidder for claim processing purposes.The District reserves the right to refuse delivery of damaged products. The District's Food Service Accounting Dept. may deduct from the Bidder's invoice the value of shortages, damaged products, incorrect items, or other documented discrepancies.

C. **INVOICE SUBMISSION:** All invoices and copies of delivery receipts and statements are to be are to be mailed to:
School District of Escambia County
Food Service Accounting - Rm 211
75 N. Pace Blvd.
Pensacola, FL 32505

D. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven-digit School District item identification number shown in the detailed specifications.

VII. SPECIFICATIONS AND PRICING:

A. Each item has space to indicate portion or container (can/box/package/case) size and the number of portions or containers per case. If the number of containers per case is one (1), then state one (1) in the appropriate box. This information must be filled out even if packaging exactly matches the specifications. See Section III, Special Conditions, Item L for policy on imported products. Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirement. If you do not list a minimum shipment requirement on this bid and you are awarded that item, the District will not honor minimum ship quantities when orders are placed.

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
1	200	cs	FETTUCCINE/LINGUINE NOODLES, WHOLE GRAIN (0505210): Fettuccine/Linguine noodles, whole grain rich. Made from flat sheets of pasta cut into ribbons. Pasta must have at least 13% protein, thin shape. Packed twenty (20) lbs. per case. Accepted Brand(s) or Approved Alternate: Barilla #1000013776 Hospitality/Gilster-Mary Lee #71923-54939 Roseli #212653 **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams _____ Brand/Packed By Product/Brand # _____ State Pack Size_____ Packages Per Case_____ Ti and Hi Pallet Case Count_____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
2	25	cs	OIL, VEGETABLE, CANOLA (0507012): Vegetable liquid oil consisting of refined, bleached, and deodorized (RBD) monounsaturated canola oil, which has been processed according to best refining practice. The product should be clear and pourable at room temperature. Product to be used as a food ingredient, for baking and cooking. Product packed 4/1 gallon bottles per case. <u>Accepted Brand(s) or Approved Alternate:</u> B & G Foods/Crisco #16948 Sysco Classic #3222686 **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
3	400	cs	SALSA, CANNED (0502393): Salsa, canned. Ingredients shall consist of peeled tomatoes, tomato puree, fresh or dried onions, fresh green chili peppers, and fresh jalapeños properly ripened and wholesome. Spices and condiments shall include no more than 1.5% salt, vinegar, and any mixture of green peppers, cilantro, cumin, coriander, xanthan gum, flavorings or modified starch. Flavor and odor shall be free of off-flavors, with no bitter, burnt, sour or excessively hot taste. Salsa will have the appearance of a uniform diced texture with dices of no less than 3/8" cube and no more than 1/2" cube for the tomatoes; 1/4" to 1/2" dice for onions; no excess liquid media or weeping. A minimum drained weight of 65.0 ounces per #10 can is required with a net weight average of not less than 106.0 ounces per #10 can. No individual container shall have a net weight less than 104.5 ounces per #10 can. Packed 6/#10 cans per case. State MDW: _____ oz. <u>Approved Brand(s) or Approved Alternate</u>: Red Gold #REDSC99 Our House #OHSAL610			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
4	1200	cs	KETCHUP, TOMATO, INDIVIDUAL, LOW SODIUM (0507102): Tomato ketchup, U.S. Grade A Fancy, not less than 33% solids, grown and packed on the West Coast. Individual 9-gram packs. Product not to exceed 30 mg. of sodium per serving. 1000 packs per case. <u>Accepted Brand(s) or Approved Alternate:</u> <u>Red Gold #REDYL9G</u> Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
5	300	cs	GRILLED CHICKEN FAJITA MEAT, DARK (0516690): Chicken fajita, dark meat, grilled, seasoned, fully cooked, frozen chicken strips. The product should not contain breading. Size and shape should resemble the meat used on fajitas. Product not to exceed 350 mg of sodium per serving. Only naturally occurring trans fat will be allowed. One (1) serving must provide two (2) meat/meat alternates as specified by the Child Nutrition program. Packed 30 lbs. per case. <u>Approved Brand(s) or Approved Alternate:</u> Chef's Corner #0118 Gold Creek Foods #791896 Koch Foods #88406 Pilgrim's Pride/Gold Kist #1325 **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
6	100	cs	COFFEE CONCENTRATE (New Item, No ID #): Coffee, cold brew, concentrate. To be mixed with water to make approximately 1 gallon of coffee per batch. Smart Snack compliant. Must include a serving dispenser to hold the coffee and keep cold. Packed 6 per 32 oz. containers per case. <u>Approved Brand(s) or Approved Alternate:</u> No approved brands; sample required. **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
7	25	cs	COFFEE, CANNED, FLAVORED (New Item, No ID #): Coffee, cold brew, flavored with milk, canned. Flavors can include vanilla, hazelnut, and others. Smart Snack compliant. Packed approximately 24/8 oz. cans per case. <u>Approved Brand(s) or Approved Alternate:</u> No approved brands; sample required. **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
8	20	cs	COFFEE GROUNDS, BULK (New Item, No ID#): Coffee grounds, medium or dark roast, with caffeine. To produce a fragrant and smooth coffee. Packed approximately 8-32 oz bags per case. <u>Approved Brand (s) or Approved Alternate:</u> No approved brands, sample required **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams _____ Brand/Packed By Product/Brand # _____ State Pack Size_____ Packages Per Case_____ Ti and Hi Pallet Case Count_____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
9	150	cs	COFFEE CREAMER, LIQUID, INDIVIDUAL (New Item, No ID #): Coffee creamer, liquid, non-dairy, shelf-stable, in individual single-serve containers. A product that adds a rich, creamy flavor to coffee. Approximately 0.375 fl. oz. per serving. Packed 80 single-serve containers per case. <u>Approved Brand(s) or Approved Alternate:</u> No approved brands; sample required. **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____ Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
10	140	cs	COFFEE CREAMER, POWDER (New Item, No ID #): Coffee creamer, powder, non-dairy, containing shelf-stable ingredients. Product to add a rich, creamy flavor to coffee. Packed approximately 6/12–15 oz. containers per case. List available flavors: 1._____ 2._____ 3._____ <u>Approved Brand(s) or Approved Alternate:</u> No approved brands; sample required. **Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:** High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat _____ grams Brand/Packed By Product/Brand # _____ State Pack Size _____ Packages Per Case _____ Ti and Hi Pallet Case Count _____ Comments:			

ATTACHMENT A

DRUG FREE WORKPLACE

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

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

1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under the RFP a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name | PR/Award Number or Project Name

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

Signature(s) | Date

Form AD-1048 (1/92)

Instructions for Certification

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

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

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

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

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

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction 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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C

FORM P-002
Reference Release Form

I _____
(Name/ Title) (Name of Company)
give 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:

ATTACHMENT D

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

(1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

_____

Signature of Vendor's Authorized Representative

_____ _____

Date Title

In accepting this offer, the National School Lunch Program Sponsor certifies that the Sponsor's officers. employees or agents have not taken any action, which may have jeopardized the independence of the Vendor's offer to which this document is attached and referred to above.

_____ _____

Signature of Authorized Sponsor Representative Date

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____being first duly sworn, deposes and says that:

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 CHAPER 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:_____

General Counsel Approved 04 24 24

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

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

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

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

For: _____
Name of Grantee (Sponsor Name)

_____
Title of Grant Program (NSLP or SFSP)

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 *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
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)

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

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

(a) 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;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) 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):

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) 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;

(1) 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

(2) 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Organization Name | Award Number or Project Name

Name and Title of Authorized Representative

Signature | Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

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 know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

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 regulation (21 CFR 1308.11 through 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 sued 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:_____

General Counsel Approved 04 24 24

ATTACHMENT O

PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Audit of Records: The Contractor shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding the Contractor's records have not been resolved within the three-(3) year record retention period, the records must be retained beyond the three-(3) year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17] and 2 CFR §200.333).

Breach of Contract/ Administrative, Contractual, or Legal Remedies: The Contractor's failure to provide the commodities and contractual services within the time specified in this solicitation shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If the Contractor cannot provide the commodities and contractual services, GCPCS reserves the right to purchase product from the next lowest/rated Proposer. The defaulting Contractor may be responsible for reimbursing GCPCS for the price differences.

Byrd Anti-Lobbying: Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Buy American Provision: As a participating sponsor in USDA's National School Lunch and School Breakfast Programs, must adhere to the 'Buy American' provision (7 CFR Parts 210.21(d)). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), that requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Before supplying any non-domestic products, successful bidder must provide the following documentation to the Consortium or it's designee for approval:

- Written request for consideration on the use of a domestic alternative when competition reveals the cost of domestic is significantly higher than non-domestic food.
- Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.

Clean Air and Water Pollution Acts: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act: All contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Civil Rights: The Contractor shall comply with Title VI of the 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.

Davis Bacon (Construction Contracts): If the total amount of this contract exceeds $2,000, the federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract. All laborers and mechanics employed by contractors and subcontractors on federally funded construction projects are required to be paid wages not less than the prevailing wages for projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40 of the United States Code. Determinations regarding the applicable prevailing wages are contained at the Department of Labor's official website: https://wdol.gov/.

Discounts, Rebates & Credits: The school food authority (SFA) shall ensure that the Contractor fully discloses all discounts, rebates, applicable credits, allowances, and incentives received by the Contractor. Allowable costs will be paid from the nonprofit school food service account to the Contractor net of all discounts, rebates, and other applicable credits accruing to or received by the Contractor or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Funding Agreement: Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Hold Harmless and Indemnification: The contractor agrees to release, discharge, indemnify, defend, and hold harmless the district, its employees and agents for all illness, injury or damage to persons or property that may arise out of the activities covered under this agreement, including the transportation, distribution, use or consumption of food items, irrespective of any negligence on the part of the district. Furthermore, the contractor agrees to defend and fully indemnify the district from any and all liability, loss or damage the district or its agents or employees may suffer as a result of claims, demands, costs, penalties, litigation or judgments against it arising from any and all illness, injury or damage to any person, persons or property caused by or resulting from the activities covered under this agreement, including the transportation, distribution, use or consumption of food items.

Prohibitions of Gratuities: By submission of a bid, bidder certifies that no employee of the consortium has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this solicitation may be terminated when it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

Protest: Any protest concerning bid specifications, a decision, or intended decision pursuant to this solicitation shall be made in accordance with 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in s.120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Retention Requirements for Records: The Contractor shall retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.

Signature below acknowledges that Proposer has read the above provisions thoroughly before submitting a proposal and will fulfill the applicable obligations in accordance to said terms and conditions and is submitting without collusion with any other individual or firm.

_____

Proposer/Firm Name

_____

Print Name and Title of Authorized Official

_____

Signature of Authorized Official

Date: _____

BID #270302 – Miscellaneous Food Items

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

The entire bid document should be returned (pages 1-50)

☐ The signature on the first page must be an original or electronic signature – no fax or email documents will be accepted

☐ Return your original bid and one (1) copy – please mark copy for mailed submissions

☐ Bids may be printed double sided with left margin, book-style binding for mailed submissions

☐ Product specification description (pages 2-28) or certifications must be attached if requested for an item in the Specifications and Pricing Section

Bids 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 – Provisions for Non-Federal Entity Contracts Under Federal Awards

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

Company Name: _____
Authorized Signature: _____
Date: _____