



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 N. Pace Blvd.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

June 30, 2011

PURCHASING CONTACT & TELEPHONE:
Marguerite Van Nostrand, (850) 469-6209
mvannostrand@escambia.k12.fl.us

RFP TITLE:
Food Processing: USDA Commodities II

RFP NUMBER:
120203

RFP OPENING DATE & TIME: Monday, July 18, 2011, 1:30 p.m., Central Standard Time

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

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 Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE 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 RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___ OTHER___ (PLEASE SPECIFY_____)

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

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

This RFP covers the specific processing required to turn donated USDA food commodities into the products listed. The processed products are needed for the period beginning September 1, 2011 and ending June 30, 2012. As this RFP is for processing donated commodities, each commodity item will be awarded to one vendor by donated product category, with the award going to the vendor with the aggregate low price for all items bid in that category. **Bidder must be on the State of Florida approved USDA Food Processor list in order to bid. Bids will not be accepted, nor will commodity processing orders be placed with any firm not listed on the State of Florida approved USDA Food Processor's list. Bids will not be accepted from any third party on behalf of a processor.**

If bidding a brand and/or product OTHER THAN AS SPECIFIED, SAMPLES ARE REQUIRED. **Please make a notation in the comments section if you are sending a sample. If you bid a product that is not preapproved in this RFP, you must send a sample for review by Thursday, July 14, 2011, 11:30 AM, CST. Failure to send a sample and required documentation when bidding an alternate will result in your bid being determined as "non-responsive" for that item.** Samples should be clearly labeled "SAMPLE FOR RFP NUMBER 120203." If you plan to send samples, contact the Escambia County School District Purchasing Office by email mvannostrand@escambia.k12.fl.us or by fax at (850) 469-6271. A form will be sent to you via email or fax. This form must be completed prior to samples being sent. The location to ship the samples will be noted on the form.

II. GENERAL TERMS AND CONDITIONS

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

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

- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the 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 RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP 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 RFP 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 bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the 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: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/> 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 proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will

constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.

- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

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. **BID 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. USDA (United States Department of Agriculture), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: This form (located in the back section of bid document) must be signed and returned with the bid.
 - 2. The entire bid document (pages 1 – 25) must be returned when bidding. Signature on the first page must be an original 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 vendor must initial the change(s). Any bid submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive bid.
 - 3. Product specification sheet or certifications must be attached if requested for item bid in Specifications and Pricing Section and/or if bidding alternate items.
 - 4. If not currently doing business with the Escambia County School District, a business reference, preferably School Districts, must be submitted. See attached Form Number P-002, contained within this document.
 - 5. USDA Certificate of Independent Price Determination. This form (located in the back section of bid document) must be signed and returned with the bid.
 - 6. Non-Collusion Affidavit. This form (located in the back section of bid document) must be signed and returned with the bid.
- B. **JESSICA LUNSFORD ACT: Background screening and fingerprint of all vendor Jessica Lunsford Act requiring background screening and fingerprint of all vendor representatives that will visit a school for any reason during this process will be required to meet all aspects of this act.** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the**

cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- C. **CONTACT PERIOD:** This RFP covers the processing required of certain USDA donated food products and/or food items purchased by the School District for the period beginning September 1, 2011 and ending June 30, 2012.
- D. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this bid are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label.
- E. **INCOMPLETE BID INFORMATION:** Failure to submit a completed bid on an item prevents any consideration of your bid on that item. We must have Minimum Drained Weight (MDW) and/or yield when requested.
- F. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- G. **MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- H. **QUANTITIES:** The School District's need for processing services depends upon the unpredictable receipt of USDA donated commodities. The School District of Escambia County has no control over the timing or exact quantities of USDA donated foods that it will receive for 2011/2012 school year. When the School District is notified of pending shipments, the successful vendor will be notified and whenever possible USDA shipments will be shipped directly to the successful vendor for processing.
- I. **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.
- J. **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.
- K. **PROCESSING AND DELIVERY CONDITIONS:**
 - 1. All products must be processed in a USDA continuously inspected and approved plant.

2. All bids submitted for fruits and vegetables are to be from the current growing season unless otherwise indicated on the bid document. If prior growing season's product is bid, vendor must state pack date along with the price submitted.
 3. All products delivered shall have been processed and packed in accordance with good commercial practices. All meat items on this bid must be inspected and passed by the U.S. Department of Agriculture Meat Inspection Division.
 4. If a product that has been approved is found to be unacceptable when used in schools, the school board reserves the right to remove product from our approved list.
 5. All cases and cans shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of at least eight (8) to twelve (12) months.
 6. The supplier guarantees products against swells for a period of eight (8) months after delivery.
 7. Unless specifications state otherwise, all cans shall be filled - slack cans are not acceptable.
- L. **COMMODITY PROCESSING AGREEMENT REQUIREMENT: Bidder must be on the State of Florida approved USDA Food Processor list in order to bid.** Bids will not be accepted, nor will commodity processing orders be placed with any firm not listed on the State of Florida approved USDA Food Processor's list. Bids will not be accepted from any third party on behalf of a processor. Proof that you hold an approved processing agreement is required prior to the School District contracting for commodity processing. Award will be made only after the District's Food Services Department consults the DACS Processor Summary/End Product (SEPDS).
- M. **DELIVERY/FREIGHT CHARGES:** The cost proposed must be the School District's delivered cost of the finished processed product (freight to our warehouse must be pre-paid by successful vendor). Delivery charges or fees, if any, shall be included in the price bid. No charges shall be noted on the invoice for delivery, processing, or handling fees – price per case should be all inclusive. There will be no minimum delivery requirements or fees.
- N. **CHILD NUTRITION (CN) LABEL:** The School District of Escambia County prefers that the final processed product carry the Child Nutrition (CN) Label if available. Please indicate if this label will be available on our processed products.
- O. **SPECIFICATIONS:** Proposals must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a proposal not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the proposal.
- P. **FEDERAL FOOD, DRUG AND COSMETIC ACT, THE MEAT INSPECTION ACT, AND THE POULTRY PRODUCTS INSPECTION ACT:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and the Poultry Products Inspection Act in effect at the time of delivery.
- Q. **NO INTERMINGLING OF INCOMING AND STORED COMMODITY FOODS:** There will be no intermingling of incoming and stored USDA donated beef, pork or chicken commodity products with the processor's own product. The School District of Escambia County must be assured of receiving the same USDA commodity ingredients back in the finished product that was delivered to or picked up by the contractor.
- R. **SCHOOL DISTRICT INSPECTIONS:** The School District of Escambia County shall be permitted to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed items that he has on hand at any time.

- S. **CHILD NUTRITION LABEL:** The United States Department of Agriculture requires those processors who utilize meat, poultry, fish or a meat alternate such as cheese or peanut butter to obtain a Child Nutrition Label. This label must be affixed to each case of end product sold. The Child Nutrition Label lists all the ingredients contained in the end product and specifies how much each serving provides toward the 2 oz. equivalent for the Child Nutrition meal pattern requirements.
- T. **GROUND BEEF:** When beef commodities are to be processed, the School District of Escambia County will expect at least a 97% processed product yield on uncooked pure beef due to normal blood and water extraction while pattying. This does not apply to charbroiled or char-grilled beef patties. For each 100 lbs. of product released to the contractor, at least 97 lbs. of processed product will be returned to the School District of Escambia County.
 - 1. In the case of USDA commodity ground beef delivered for processing in bulk frozen state, spices will be added as per vendor's normal recipe, then be formed into all meat patties yielding a minimum 2.0 oz. (or as specified in the purchase order) of cooked, lean meat as specified by USDA, flame broiled with sear marks, then individually Quick Frozen (IQF). Absolutely no other protein extenders should be added during processing.
 - 2. In the case of processing fresh ground beef into patties, the School District of Escambia County prefers that patties be scored by a Formax Machine for more even heat distribution in final cooking. Please indicate if such scoring is available.
- U. **GROUND PORK:** When pork commodities are to be processed and ground pork is to be processed into patties, only mild seasoning formulation is desired.

IV. COMMODITY EXCHANGE AGREEMENT AND SAMPLE REQUIREMENTS

- A. **COMMODITY EXCHANGE ITEMS:** Bidder must be an approved processor with the United States Department of Agriculture to receive certain commodity products. In these instances the bidder will provide the School Board with any necessary documents required by USDA to substantiate delivered quantities of each item and to negotiate with said processors and to pass the savings accruing from the donated products along to the School Board.
- B. **PROCESSOR AGREEMENT:** If bidding under these conditions, an agreement signed by the processor must be submitted in triplicate as part of this bid. Attached to the agreement (or submitted separately if an agreement is already in force) shall be a price schedule listing the item, pack, dollar value of the commodity allowance and the net price to the School Board.
 - 1. A subsequent price adjustment may be made in accordance with state contract stipulation provided the School Board receives 30 days advanced notice and receives a new price schedule as described above.
 - 2. Invoicing of commodity exchange agreement items will at the exchange price.
 - 3. If awarded the item(s), the School Board shall then sign the agreement which will be effective for the life of this bid.
- C. **REQUIRED SAMPLES:** Samples are required under the circumstances listed below.
 - 1. The products offered have not been previously approved or used by the Escambia County School District Food Services Department.
 - 2. The Food Services Department of the Escambia County School District may request samples of products for review that have been approved and purchased previously for the following reasons:
 - a. School Cafeteria Managers indicate there has been a decrease in product quality.

- b. Manufacturing firm or process has changed since product was last tested by Escambia County School District.
- c. More than five years has elapsed since product was last tested.
- d. The Food Services Department wishes to, for any reason.

V. ORDER PLACEMENT AND DELIVERY PROCEDURES

A. **ORDERING PROCEDURES.** No direct ordering of bid items by individual cafeterias is permitted. All orders for bid items must be issued to the vendor from the Purchasing Office of the School District of Escambia County. **This also applies to any additions, deletions, or other alterations to existing orders.**

B. **SHIPPING/RECEIVING REQUIREMENTS.**

1. **ALL MERCHANDISE OF 50 CASE LOTS OR MORE WILL COME IN PALLETIZED ON 48" X 40" GROCERY PALLETS. MAXIMUM OF 45" HIGH FROM BOTTOM OF PALLET TO TOP OF STACK. SLIP SHEET PACKING WILL ALSO BE ACCEPTED.** Products requiring stacking over 45" high for shipping purposes must have an additional slip sheet placed at the 45" level to facilitate down stacking and storage of product being delivered to Warehouse.
2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least 24 hours in advance by contacting District Warehouse personnel at (850) 469-5321 or (850) 459-5623.

Delivery times for frozen/refrigerated food items are as follows:

Mondays	8:30 am – 1:30 pm Central Time
Tuesdays - Fridays	7:30 am – 1:30 pm Central Time

Delivery times for all other commodities:

Mondays – Fridays	7:30 am – 2:00 pm Central Time
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3. Delivery must be made directly to the school system's warehouse located at 51 East Texar Drive, Pensacola, Florida, as designated on purchase order.

C. **IMPS CERTIFICATION.** Any product bid to be supplied under IMPS (Institutional Meat Purchase Specifications) Certification with grade certificate will have a carton net weight examination. **NOTE:** Scales shall be certified in accordance with Meat Grading and Certification Branch Instructions.

- D. **DESTINATION INSPECTION.** Final acceptance of all products will be by the consignee at the point of delivery. Consignee shall reject:
1. Products that are not identified with the appropriate "USDA Accepted as Specified" stamp.
 2. Products that are appropriately identified with that stamp but which have other obvious, major deviations from specification requirements. Products certified by the USDA but which, in the opinion of the consignee, have deviations from the specification requirements which do not materially affect the usability of the product, may be tentatively accepted subject to verification of such deviations by local USDA meat grading personnel. All deviations from the specifications noted at the point of delivery must be reported promptly to local USDA meat grading personnel who are instructed to investigate all such reports without a delay.
- E. **CONDITION OF PRODUCT AT TIME OF DELIVERY.** Contractors shall assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haccp (Hazard Analysis Critical Control Points) regulations. At destinations all products shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.
- F. **DELIVERY EQUIPMENT (FROZEN FOOD).** The successful bidder and/or his delivering carrier will utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38°F will be maintained for cooler (non-frozen) products and 0°F or below on frozen food items. **This must be evident upon its arrival at our warehouse. All frozen food items must arrive in a hard frozen state.**
- G. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION.** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the Warehouse Manager, the Food Services Staff, the local Health Department, or USDA Health Inspector, been for any reason rendered unfit for human consumption, will be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and or show signs of thawing and re-freezing would fall in the above category.

VI. INVOICES, STATEMENTS AND PAYMENT

Purchases of food and all non-food supplies made by the school system will be paid by the Food Service Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions since delivery of product to our Central Warehouse may be made several ways, invoicing should be handled as follows:

- A. **DELIVERIES MADE BY BIDDER'S OWN CONVEYANCE:** When deliveries are made via the bidder's own conveyance, delivery receipts or packing slips should accompany the merchandise to the warehouse. An original and two (2) copies will be provided the Warehouse Manager (or his authorized representative) who will sign all copies if the shipment is complete and in good order. The Warehouse Manager will retain the original and one (1) copy and provide the vendor with a signed third copy. Should there be any discrepancy, damaged goods, incorrect product, shortages, etc., the vendor's driver will contact his company for permission to correct the delivery receipt or packing slip on the spot, and all discrepancies shall be noted on delivery receipt or packing slip.

- B. **DELIVERIES MADE VIA COMMON CARRIER OR TRUCK:** When the deliveries are made via common carrier or truck, delivery receipts or packing slips must accompany or precede the actual delivery of product to the warehouse manager via the U.S. Mail. In case any product is received with in transit damage, our warehouse manager will have an exception made on the common carrier freight bill and/or delivery receipt regarding the extent of damaged product and forward you a copy of said freight bill or delivery receipt so you may file claim, including refusal of delivery on damaged goods. Our Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc. Barring delays due to unresolved discrepancies, you may expect to receive payment for products within ten (10) days of our receipt of your invoice.
- C. **INVOICE SUBMISSION:** Invoices must be submitted in triplicate (original and 2 copies). All invoices, copies of delivery receipts and statements are to be mailed to:

School District of Escambia County
Food Service Accounting - Rm 211
75 N. Pace Blvd.
Pensacola, FL 32505
- D. **CERTIFICATIONS:** The supplier is required to certify on each invoice that fresh or frozen domestic beef or pork meets all standards and inspection requirements of Florida Statutes.
- E. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detail specifications.

VII. PACKAGING AND LABELING

- A. **CARDBOARD CARTONS:** The processed products shall be packed in approved heavy cardboard cartons, which will withstand stacking up to a height of 12 cartons, without crushing the bottom layers.
- B. **CARTON LABELING/IDENTIFICATIONS:** The processor shall label all USDA-donated processed products as follows:
 1. Each case and/or carton shall contain the name and address of the processor.
 2. Each carton label shall indicate the exact carton contents; i.e., size of patties, franks, loaves, nuggets; case or carton net weight, percentage of product ingredients such as spices and/or binders used.
 3. Each case or carton shall bear the USDA Wholesomeness Shield.
 4. Each case or carton shall bear the processing date.
 5. Labeling must comply with all Federal, State and Local regulations pertaining thereto.
- C. **ALTERNATE ITEMS:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from submitting a proposal on different kind and size of container and/or number of units in a shipping case, provided the packaging specified is not available commercially. Any alternate packaging offered must be substantially equivalent and listed as an alternate. State maximum case weight.
- D. **PACK SIZE CHANGES:** Changes in packaging and packing offered by a vendor must be clearly indicated in the RFP response and will be given consideration to the extent deemed consistent with the best interest of the School District.

VIII. PRICING AND BID DOCUMENT

BID PRICE BASIS. All processing cost will be bid on the total USDA weight allocation of the incoming product, before de-boning, shrinkage, breading or any processing takes place. **Pricing is all inclusive: product, processing, and delivery to the Escambia County School District.**

Item:	Qty:	Unit:	Description:	Case Cost With Commodity	Case Cost Without Commodity	Extended Price:
1.	1000	cs	<p>SWEET AND SOUR CHICKEN (0516820): Fully cooked sweet and sour chicken. The chicken should be battered dark meat boneless chunks. The sweet and sour sauce should contain sugar, ketchup and vinegar with additional spices to ensure the correct flavor profile. Preparation of product should include heating of chicken and sauce separately, to be combined just prior to meal service. The finished product should resemble that which is found in Asian Restaurants. There should be no less than 50 servings per case. One serving should provide 2 oz M/MA as defined by the Child Nutrition Program.</p> <p><u>Approved Brands:</u> Ling's Chef Ready Asian Cuisine #8-52724-00071-8</p> <p>State Pack Size _____</p> <p>Please indicated below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup Yes/No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand/Packed By</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	Case Cost With Commodity	Case Cost Without Commodity	Extended Price:
2.	1500	cs	<p>SMOKED BBQ TERIYAKI CHICKEN (0516830): Fully cooked smoked teriyaki chicken. The chicken should be boneless dark meat. The teriyaki sauce should contain soy sauce with additional spices to ensure the correct flavor profile. Preparation of product should include heating of chicken and sauce separately, to be combined just prior to meal service. There should be no less than 70 servings per case. The finished product should resemble that which is found in Asian Restaurants. One serving should provide 2 oz. M/MA as defined by the Child Nutrition Program.</p> <p><u>Approved Brands:</u> Ling's Chef Ready Asian Cuisine #8-52724-10002-9</p> <p>State Pack Size _____</p> <p>Please indicated below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup Yes/No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	Case Cost With Commodity	Case Cost Without Commodity	Extended Price:
3.	2500	cs	<p>MANDARIN ORANGE CHICKEN (0516840): Fully cooked mandarin orange chicken. The chicken should be battered dark meat boneless chunks. The mandarin orange sauce should contain soy sauce, mandarin orange juice and additional spices to ensure the correct flavor profile. Preparation of product should include heating of chicken and sauce separately, to be combined just prior to meal service. The finished product should resemble that which is found in Asian Restaurants. There should be no less than 50 servings per case. One serving should provide 2 oz M/MA as defined by the Child Nutrition Program.</p> <p><u>Approved Brands:</u> Ling's Chef Ready Asian Cuisine #8-52724-10001-2</p> <p>State Pack Size _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup Yes/No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand/Packed By</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	Case Cost With Commodity	Case Cost Without Commodity	Extended Price:
4.	800	cs	<p>KUNG PAO CHICKEN W/ VEGETABLES (0516850): Fully cooked kung pao chicken with vegetables. The chicken should be battered dark meat boneless chunks. The kung pao sauce should contain soy sauce and additional spices to ensure the correct flavor profile. Each case should also contain mixed vegetables. Preparation of product should include heating of chicken, sauce and vegetables separately, to be combined just prior to meal service. The finished product should resemble that which is found in Asian Restaurants. There should be no less than 35 servings per case. One serving should provide 2 oz M/MA as defined by the Child Nutrition Program.</p> <p><u>Approved Brands:</u> Ling's Chef Ready Asian Cuisine #8-52724-10003-6 Asian Food Solutions #73003 w/ out vegetables</p> <p>State Pack Size _____</p> <p>Please indicated below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup Yes/No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	Case Cost With Commodity	Case Cost Without Commodity	Extended Price:
5.	1000	cs	<p>CHICKEN TENDERS (0516860): Fully cooked chicken tenders. Breading should contain mild seasonings for flavor. When baked, product should have a crunchy outside and be moist inside. One serving must provide 2 oz M/MA as defined by the Child Nutrition Program. No more than 3 chicken tenders should be required to meet the 2 oz M/MA component.</p> <p><u>Approved Brands:</u> Tyson #3859 Proview #CP 46110 Fieldale Farms #1961W Pilgrims Pride #6243</p> <p>State Pack Size _____</p> <p>Please indicated below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup Yes/No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Comments:</p>			

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid 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 bid 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 bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

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

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

Before Completing Certification, Read Instructions On The Following Page

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or have been voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature

Date

Instructions for Certification

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 whom 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 included this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may relay upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
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.

FORM P-002
Reference Release Form

I _____ being of _____
 (Name/ Title) (Name of Company)
 give 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:			
STOP Remaining to be completed by the ECSD							
TECHNICAL PERFORMANCE							
FACTORS/RATINGS	EXCELLENT			UNSATISFACTORY			
	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods							
MANAGEMENT PERFORMANCE							
FACTORS/RATINGS	EXCELLENT			UNSATISFACTORY			
	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							

MANAGEMENT PERFORMANCE (continued)							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling, and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
CUSTOMER SATISFACTION							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again	YES	NO					

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

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

Signature of Vendor's Authorized Representative

Date

Title

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

Signature of Authorized Sponsor Representative

Date

NON-COLLUSION AFFIDAVIT

State of _____

Contract/RFP No. _____

County of _____

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

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

I state that:

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

I state that _____
(Name of my Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the Escambia County School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Escambia County School District of the true facts relating to submission of bids for this contract.

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20__

NOTARY PUBLIC

My commission expires: _____