

# THE ESCAMBIA COUNTY SCHOOL DISTRICT **PURCHASING DEPARTMENT**

75 N. Pace Blvd. PENSACOLA, FL 32505

# REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEGEMENT

POSTING DATE:	PURCHASING CONTACT & TELEPHONE: Marguerite Van Nostrand, (850) 469-6209
June 5, 2013	mvannostrand@escambia.k12.fl.us
RFP TITLE: Direct Delivery of Milk and Dairy Products	RFP NUMBER: 132903
RFP OPENING DATE & TIME: Thursday, June 20, 201 NOTE: PROPOSALS RECEIVED AFTER THE	3, 1:30 PM, Central Standard Time RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.
goods or services. All terms, specifications and concyour response. Proposals will not be accepted up authorized signature in the space provided below. Purchasing Office at 75 N. Pace Blvd. Pensacolabove. All envelopes containing sealed proposals m Date & Time". The School District is not responsible.	olicits your company to submit a proposal on the above referenced ditions set forth in this request are incorporated by this reference into nless all conditions have been met. All proposals must have an All proposals must be sealed and received in the <b>School District's</b> ta, Florida, 32505 by the "RFP Opening Date & Time" referenced ust reference the "RFP Title", "RFP Number" and the "RFP Opening to for lost or late delivery of Proposals by the U.S. Postal Service or alls may not be withdrawn for a period of sixty (60) days after the bid
	GNED, AND RETURNED AS PART OF YOUR PROPOSAL. JT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE
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 DISTR OTHER (PLEASE SPECIFY	
WITH ANY OTHER BIDDER SUBMITTING A PROP SERVICES, AND IS IN ALL RESPECTS FAIR AND TERMS AND CONDITIONS OF THIS RFP AND CEBIDDER. I FURTHER CERTIFY THAT I UNDERSTA	OUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION OSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL ERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE AND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN N THAT THE BID IS NONRESPONSIVE.
AUTHORIZED SIGNATURE:	TYPED OR PRINTED NAME:
TITLE:	DATE:
9500-PUR-029 (rev Jan 2004)	

#### I. INTRODUCTION

The purpose of this solicitation is to establish a one-year contract for the direct delivery of milk and dairy products to cafeterias in the Escambia County School District. The initial term for this contract shall be August 1, 2013 through July 31, 2014 with four one-year renewal options. The quantities 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 quantities purchased at the bid price during the bid period. It is the intention of the District to award this solicitation to one vendor as a direct delivery service.

If offering 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 offer a product that is not preapproved in this RFP, you must send a sample for review. All samples must be received by the District by Tuesday, June 18, 2013, 11:30 AM, CST. Failure to send a sample and required documentation when offering an alternate will result in your proposal being determined as "non-responsive" for that item. Samples should be clearly labeled "SAMPLE FOR RFP NUMBER 132903." 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 provided to you with the form. Samples of your standard ½ pint cartons or bottles of fat free white, chocolate, and strawberry and low fat white milk are required for this RFP for review for color and print identification. Samples of alternate containers should also be supplied using this form and the criteria described in this section.

**QUESTIONS:** Due to time constraints, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier); <a href="mailto:ema

Please forward inquires to:

Marguerite Van Nostrand, Purchasing Agent Purchasing Department Escambia County School District 75 N. Pace Blvd. Pensacola, FL 32505

Email: <u>mvannostrand@escambia.k12.fl.us</u>

Fax: 850-469-6271

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

## II. GENERAL TERMS AND CONDITIONS.

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

- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. 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.

- N. 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.
- O. **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 Districts 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.
- P. **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.
- Q. **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.
- R. **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.
- S. 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.

- T. 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.
- U. 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 <a href="http://old.escambia.k12.fl.us/adminoff/finance/purchasing/">http://old.escambia.k12.fl.us/adminoff/finance/purchasing/</a> 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.
- V. 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 <a href="http://old.escambia.k12.fl.us/adminoff/finance/purchasing/">http://old.escambia.k12.fl.us/adminoff/finance/purchasing/</a>. 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.
- W. **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.
- X. **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.

- Y. 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. DOCUMENTATION AND REQUIRED ENCLOSURES: All documents listed below must be returned in their entirety. Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.
    - USDA (United States Department of Agriculture), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. This form (located in the back section of RFP document) must be signed and returned with the RFP.
    - 2. The entire RFP document (pages 1 55) must be returned when bidding. The 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 change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
    - 3. Return your original proposal and one copy. The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your bid to be rejected. Please mark copy "COPY."
    - 4. Product specification sheet or certifications must be attached if requested for item in the Specifications and Pricing Section <u>and/or</u> if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
    - 5. Vendor plant information, see Section VII.
    - 6. Statement and samples regarding carton nutritional information. See Section III, M.
    - 7. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002, contained within this document.
    - 8. USDA Certificate of Independent Price Determination. This form (located in the back section of RFP document) must be signed and returned with the RFP.
    - 9. Non-Collusion Affidavit. This form (located in the back section of RFP document) must be signed and returned with the RFP.

- B. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32. F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: 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. **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.
- D. **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.
- E. **FEDERAL AND STATE REGULATIONS:** All rules and regulations of all federal state government agencies pertaining to the preparation, distribution and sale of milk products shall be followed by the distributor.
- F. **INCOMPLETE PROPOSAL INFORMATION:** Failure to submit complete information on an item prevents any consideration of your offer of that item. We must have MDW (Minimum Drained Weight) and/or yield when requested.
- G. **IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.
- H. **MINIMUMS**: The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- BID QUANTITIES: Quantities indicated in this RFP are estimates based on prior year usage.
   Actual purchases may vary from item to item and the School Districts cannot guarantee that items will be purchased exactly as indicated.

- J. TERM OF AGREEMENT: The initial term of this agreement will be effective August 1, 2013 through July 31, 2014, with four (4) additional one (1) year renewal options, upon mutual consent of both parties. All renewal options must be at the same terms, conditions and prices, with the one exception based on the Federal Milk Marketing Index as detailed below. The District will not pay Fuel Surcharges. The District will make every attempt to adhere as closely as possible to the estimated quantities, however, the District reserves the right to adjust and/or purchase additional quantities at the agreement's price at any time during the agreement term.
- K. MILK MARKET INDEX: If a Federal milk marketing order minimum price, together with over order payments as reflected for the raw milk market price published by the United States Department of Agriculture Agricultural Marketing Service, increases or decreases the price of raw milk in Florida, in increments of \$0.10 per hundred weight, thereby increasing or decreasing the cost of milk paid to the successful milk contractor to conform to the increase or decrease. The successful bidder (milk contractor) shall give written notification to the District on a quarterly basis that a change upward or downward has taken place. This \$0.00054 per half pint adjustment shall be effective with the beginning of the next quarter of the fiscal year, provided the milk contractor gives notice to the District by the fifteenth (15<sup>th</sup> of the last month in the current quarter. If the milk contractor fails to properly notify the School Board of any such price decrease which would result in a decrease in the contract price of milk, the District will make an appropriate reduction in price effective with the date such reduction should have been made had he contractor given proper notice or take such other action as is appropriate to give the District the advantage of such reduction.
- L. BUY AMERICAN PROVISION: The Child Nutrition Reauthorization Act of 1998 requires schools to purchase to the maximum extent practicable, domestic commodities or products for use in meals served under the National School Lunch (and Breakfast) Program. "Domestic" means that it is produced in the United States, and processed in the United States substantially using agricultural commodities that were produced in the United States. "Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
- M. **CARTON EDUCATIONAL INFORMATION:** We desire some nutrition information, primarily for the elementary students, on the two vertical side panels of the ½ pint carton which is not used for your brand name, product identification, and ingredient information as required by Florida State Statutes on labeling. Please include a statement, including pictures, samples, etc. if you will be able to provide your product in cartons with nutritional messages.
- N. ADDITIONAL PRODUCTS: Since it is the District's intention to award Direct Delivery of Milk and Dairy Products to one contractor, the District reserves the right to add, delete, or change products during the course of this agreement. Any such change or addition must be within the same scope of products as the original agreement direct delivery of milk and dairy products only. Agreement on these additions and pricing of these added products will be negotiated with the successful vendor by the Purchasing Department of the Escambia County School District. Changes will be authorized in writing by both parties. Under no circumstances can vendor add or change products without written authorization from the Escambia County School District Purchasing Department. Coordination with District end user locations for any product change, addition or deletion during the course of this agreement will be handled by the District's Purchasing Department.

- O. **EVALUATION CRITERIA.** Evaluation of proposals by the Evaluation Committee (consisting of representatives of the Districts' Food Services Department and Purchasing Department) will be made to ascertain which proposer best meets the needs of the School Districts. Award will be made on the following criteria:
  - 1. Cost to District (50 Points Maximum)
  - 2. Vendor Reliability, history by reference or District history (20 Points Maximum)
  - 3. Product tested in approved District taste testing (30 Points Maximum)

## IV. PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS

- A. **ALTERNATE PACKAGING.** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from submitting a proposal on different kinds and sizes of container and/or number of units in a shipping case, <u>provided the packaging</u> specified is not available commercially.
  - 1. Any alternate packaging offered must be substantially equivalent and listed as an alternate item offered.
  - 2. Changes in packaging and packing offered by the bidder must be clearly indicated in their response and will be given consideration to the extent deemed consistent with the best interests of the schools.
  - 3. Milk shall be delivered to each cafeteria in either the reusable plastic bottles or in gable top wax-coated cardboard containers; the squat-pak gable top is our <u>carton</u> of choice, although proposals based on the econo-pak gable top carton will be considered as well. Additionally, Escambia County is desirous of purchasing milk packaged in the FDA approved "K Pak", gabled-style container having a lift tab straw. Other alternate types of containers may be offered and will be considered upon evaluation by the District.
  - 4. Please submit a sample of your standard ½ pint cartons or bottles of fat free white, chocolate, and strawberry and low fat white milk to the Food Services Department for color and print identification. Regarding the acceptance of us purchasing a custom designed carton, we have preferences with regard to colors, lettering, logos, and nutrient information with attendant highlighting. See Section I Introduction for Sample submission requirements.

#### V. ORDER PLACEMENT AND DELIVERY PROCEDURES

- A. ORDERING PROCEDURES. All orders will be placed directly with the successful bidder or his agent/broker by the individual school or Food Service agent, as directed by the Food Services Department.
- B. **DELIVERY PROCEDURES AND INFORMATION:** Deliveries shall be made to each school at a time that is convenient for cafeteria operations.
  - 1. Deliveries shall be made between 6:00 a.m. and 10:00 a.m., Central Standard Time.
  - 2. All cafeterias are to have delivery so milk will be available <u>each school day</u>. Daily deliveries will be required to cafeterias that have inadequate refrigerated space to accommodate more than a one day supply. See the Frequency of Delivery Chart at the back of this RFP to identify which locations will require daily delivery and which locations can accept three day delivery (Monday-Wednesday-Friday) delivery. The School Board reserves the right to change from a three (3) day delivery week to a daily delivery schedule if refrigeration space becomes a problem or from a daily delivery schedule to a three (3) day delivery week as additional refrigeration space becomes

- available. Vendor will be provided written notification should changes in delivery schedule be necessary.
- 3. Vendor must provide a substitute product in the event an item is out of stock item, with prices being the same or less than the original product requested. Once a product has been ordered, not sending the product or an acceptable substitute will be unacceptable.
- 4. If vendor is unable to deliver any or all of an order, one working day's notice shall be given. Items ordered, but not delivered, will be purchased from other sources, with the difference in price between the bid price and price paid to be deducted from the awarded vendor's subsequent invoices.
- 5. Product must always be delivered fresh to each location.
- 6. Under no circumstances is product to be left unattended on a loading dock. All products must be delivered during a time when cafeteria staff is present. This also excludes leaving product with custodial or security staff. If, on rare occasions, a reason should arise that would make this acceptable to a cafeteria manager, that manager should notify the Food Services Office, in writing, that they have authorized product to be left with non-cafeteria staff.
- C. CONDITION OF PRODUCT AT TIME OF DELIVERY. All products will be carefully handled and promptly delivered to conform to accepted industry standards. All products must meet all Federal, State and local standards for production, contents, purity and general quality, and must be of fresh quality. It is imperative that our product be transported in a clean, sanitary truck. Milk cartons or bottles will be sealed in a sound, sanitary fashion and so constructed as to afford protection of contents from contamination. Special care shall be taken in the sealing process to avoid excessive heat sealing; no off-flavor, sediment, or carton discoloration should result from the sealing process. These conditions of quality affecting flavor and palatability and the resultant history thereof will be strongly considered, along with price, in the award of this bid to selective vendors. All cartons/bottles and their accompanying crates shall be absolutely clean, including but not limited to being free of dirt and debris on the outside.
- D. **DELIVERY TEMPERATURE**: All milk shall be delivered to school cafeterias in mechanically refrigerated trucks at a temperature of not over 42 degrees F. and not below 32 degrees F.
- E. 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 Cafeteria Manager, the Food Services Director, the local health department, and/or staff or U.S.D.A. 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.

# **VI. INVOICES, STATEMENTS AND PAYMENT**

Invoices for the purchases made by each 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:

- A. **SCHOOL LIST AND CAFETERIA CODE NUMBERS:** The current list is attached at the back of this RFP.
- B. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS**: All invoices and credit memos must be submitted in quadruplicate; and all four (4) copies must be signed by the cafeteria manager or their authorized representative. The four copies will be distributed as follows and contain the following information:
  - 1. Two (2) copies (original) and one (1) (copy) left with manager at the time of delivery.

- 2. Two (2) copies returned to vendor.
- 3. Cafeteria Code Numbers must appear on all invoices.
- 4. The vendor shall forward on a weekly basis signed invoices directly to the Food Service Accounting Office. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statements only, providing that invoice numbers appear on each school cafeteria statement. Under normal conditions, payment may be expected within ten (10) days after the invoices/statements are received in the Food Service Accounting Office.
- 5. If for any reason it is necessary to make a change on the delivery ticket (invoices), make an additional charge or credit memorandum, the following procedures should be followed:
  - a. All cancellations or merchandise returns must be recorded by the driver on all four (4) copies of the invoices or "pick-up tickets" and these copies should be distributed as follows:
    - i. Two (2) copies left with manager at time of pick-up.
    - ii. Two (2) copies returned to vendor.
    - iii. Use exactly the same procedure as stated above.
  - b. All credit memorandums necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately and supported by descriptive information.
- 6. <u>Do not mail information to individual schools</u>. Except for the school's two (2) copies of the invoices, all other information shall be mailed to the Food Service Accounting Office.

School District of Escambia County Food Service Accounting - Rm 211 75 N. Pace Blvd. Pensacola, FL 32505

- C. **INVOICES AND CREDIT MEMOS:** All vendors must issue invoices and credit memos in quadruplicate, and all four (4) copies must be signed by the cafeteria manager or her authorized representative.
  - 1. The vendor shall forward invoices and credit memos, on a weekly basis, by school, directly to the Food Service Accounting Office.
  - 2. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statement only, providing that invoice numbers appear on each school cafeteria statement.
  - 3. If for any reason it is necessary to make changes on the delivery ticket (invoices), <u>make an additional</u> charge or credit memorandum.
  - 4. All cancellations or merchandise returns must be recorded by the driver on all four copies of the invoices or "Pick-up tickets" and signed by said driver.
    - a. The driver will leave two copies with the manager at the time of pick up.
    - b. The driver will retain two copies for the company.

	<ol> <li>All credit claims necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately and supported by descriptive information.</li> </ol>
	D. INVOICE/PACKING LIST NOTATIONS: All invoices, packing lists, and relevant documentation should reference the appropriate purchase order number and the seven digit School District item identification number.
VII.	<b>VENDOR PLANT AND PROCESSING INFORMATION:</b> The following information must be provided in order for your bid to be considered:
	Location of plant where milk is bulk processed:
	Location of packaging plant:
	Type Processing:

c. Use exactly the same procedure as stated above.

Period of time (number of days) between processing and delivery to our school cafeterias:

#### VIII. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (can/box/package/pail) 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, 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 requirement on this bid and you are awarded that item, the District will not honor minimum ship quantities when orders are placed. Quantities listed are estimated only. It is expected, but not guaranteed, that 50% of the milk requested shall be chocolate flavored, 25% strawberry flavored, and 25% will be white.

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
1.	<b>Qty:</b> 500	Cs.	CHEESE, AMERICAN, YELLOW, REDUCED FAT (0516350): American cheese, sliced yellow, made from cultured milk and skim milk, cream, salt and sodium citrate. Contains less than 2% of sorbic acid (preservative), lactic acid, artificial color, enzymes and modified soy lecithin. The cheese should contain no less than 23% milk fat. Packed 30# case, 960 slices per case. Two slices meet 1 meat/meat alternate as defined per Child Nutrition Program.  Approved Brands: Land O' Lakes Bongards #10132  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 Fatg  State Pack Size Portion Size Portions Per Case			
			Brand Packed By Comments:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
2.	800	CS.	CHEESE, AMERICAN (0516341): American cheese that is yellow-orange in color, not more than 40% moisture, 50% + milk fat based on dry weight or 31% + on a moist basis. Must be domestic product and USDA graded. Product should be molded into an approximate 4" square loaf suitable for slicing and use in sandwich production. Packed 5 lb. loaves, 6 loaves/cs.  Approved Brands: Land O' Lakes Welcome Dairy Wisconsin Finest Schreiber Foods, Inc. #30328 Wohlt  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 Fatg  Loaf Size Loaves Per Size  Brand  Packed By  Comments:			
3.	50	CS.	CHEESE, MOZZARELLA (0516361): Mozzarella cheese that is white in color, not more than 40% moisture, 50% + milk fat based on dry weight or 31% + on a moist basis. No more than 6g of fat and at least 7g of protein. Must be domestic product and USDA graded. Product should be molded into an approximate 4" square loaf suitable for slicing and use in sandwich production. Packed 5 lb. loaves, 6 loaves/cs.  Approved Brands: Schreiber Foods, Inc. #03444  Please indicate below if your product contains High Fructose Corn Syrup and/or			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			the amount of Trans Fats per serving when applicable:  High Fructose Corn Syrup [ ]Yes [ ]No  Trans Fatg  Loaf Size Loaves Per Size	T RIGE.	T KIOL.	T NIOL.
			Brand Packed By Comments:			
4.	600	CS.	CHEESE, CHEDDAR, SHREDDED (0516362): Shredded, yellow, mild cheddar cheese. The minimum fat content is 50% by weight of the solids and the maximum moisture content is approximately 39% by weight. Packed in 5lb. bags with 4 – 6 bags per case.  Approved Brands: Land O' Lakes #41749 Bongards #75519 Schreiber Foods, Inc. #54532  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 Fatg  State Pack Size Portion Size Portions Per Case  Brand  Packed By Comments:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
5.	400	CS.	CHEESE, MOZZARELLA, SHREDDED (0516410): Low moisture part skim shredded mozzarella cheese. The milk fat content should be less than 45% by weight of the solids and he maximum moisture content is approximately 46% by weight. Packed 6/5lb. bags per case.  Approved Brands: Land O' Lakes #41698 Schreiber Foods, Inc #54242  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 Fatg State Pack Size Portion Size Portions Per Case  Brand  Packed By  Comments:	PRICE:	PRICE:	PRICE:
6.	800	CS.	STRING CHEESE, LOW FAT MOZZARELLA (0517030): Low fat Mozzarella string cheese individually packaged. The moisture of the cheese should be between 45-52% with the milk fat between 30-45% of dry weight. Each package should contain 1 oz. of cheese and provide 1 oz. meat/meat alternate as defined per Child Nutrition Program. Packed 160-1 oz portions per case.  Approved Brands: Land O' Lakes #59703 Schreiber Foods, Inc. #38275  Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			High Fructose Corn Syrup [ ]Yes [ ]No Trans Fatg			
			State Pack Size  Portion Size  Portions Per Case			
			Brand Packed By			
			Comments:			
7.	400	CS.	SWISS CHEESE, SLICED (0517500): Swiss cheese made from pasteurized Grade A milk, and cheese cultures that have been aged for minimum of 60 days, maximum 41% moisture, each slice ½ - ¾ ounces. Cheese contains approximately 12% milk fat per ounce. Packed 20 lbs per case.  Approved Brands: Sommer Maid Creamery #24303  Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:  High Fructose Corn Syrup [] Yes [] No  Trans Fat  Brand			
			Packed By			
			Portion Size Portions per case  Comments:			
8.	300	cs.	PROVOLONE CHEESE, SLICED (0516390): Provolone cheese made from cultured pasteurized milk, light, creamy color, maximum 45% moisture, and the milk fat dry weight not less than 45%. Each slice should			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			be ½- ¾ ounces. Packed 20 lbs per case.  Approved Brands: Sommer Maid Creamery #25195  Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:  High Fructose Corn Syrup [] Yes [] No  Trans Fat  Brand  Packed By  Portion Size Portions per case			
9.	100	CS.	PARMESAN CHEESE, GRATED (0502150): 100% real grated parmesan cheese (no fillers: i.e., no imitations or substitutes); made from pasteurized part-skim milk; cheese should be aged for at least 6 months to develop its full flavor. Cheese should have a minimum 32% milk fat content and a maximum 19% moisture. Packed 4/5 lb. plastic containers per case. No bags!  Approved Brands: Kraft Arezzio Sommer Maid  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 Fatg  State Pack Size			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Portions Per Case		T IXIOLI	
			Brand			
			Packed By			
			Comments:			
10	90	llaa				
10.	80	lbs.	COTTAGE CHEESE (0530150): Cottage cheese to be produced from pasteurized milk, less than 4% milk fat. Maximum 80% moisture, salt added no more than 1% by weight. Must have a sweet, slightly acid, milk flavor. Packed in 5 lb. containers.			
			Approved Brands: Barbers			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
11.	50	CS.	CREAM CHEESE (0530180): Cream cheese, sweet, will have a smooth, fine texture; will be creamy and mild to taste; not less than 33% milk fat with not less than 65% milk fat in the water free solids; should be acid free. Must be processed in a USDA inspected and approved plant and processing done in compliance with USDA Dairy Regulations and under continuous USDA inspection. Product packed in 10/3# boxes.			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			All cases/cartons will carry the expiration date of the product.	-		
			Approved Brands: Sommer Maid			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
12.	100	cs.	CREAM CHEESE, INDIVIDUAL (0540230): Cream cheese, sweet, will have a smooth, fine texture; will be creamy and mild to taste; not less than 33% milk fat with not less than 65% milk fat in the water free solids; should be acid free. Must be processed in a USDA inspected and approved plant and processing done in compliance with USDA Dairy Regulations and under continuous USDA inspection. Packed in 1 oz. individual sealed portion cups, 100 cups per case, 6.25lbs./cs. State type of packaging you are offering and the net weight of the product per case. All cases will carry the expiration date of the product.  Approved Brands: Philadelphia			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			High Fructose Corn Syrup [ ]Yes [ ]No Trans Fatg			
			State Pack Size  Portion Size  Portions Per Case			
			Brand Packed By Comments:			
13.	100	CS.	CREAM CHEESE, INDIVIDUAL, FLAVORED (0540230): Flavored cream cheese sweet, individual, will have a smooth, fine texture; will be creamy and mild to taste; not less than 33% milk fat with not less than 65% milk fat in the water free solids; should be acid free. Must be processed in a USDA inspected and approved plant and processing done in compliance with USDA Dairy Regulations and under continuous USDA inspection. Packed in 1 oz. individual sealed portion cups, 100 cups per case, 6.25lbs./cs. State type of packaging you are offering and the net weight of the product per case. All cases will carry the expiration date of the product.  Please list all flavors available below.  1			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	PRICE:
			Trans Fatg			
			State Pack Size			
			Portion Size			
			Portions Per Case			
			Brand			
			Packed By			
			Comments:			
			MILK, ALL TYPES, (FRESH)			
Milk,	½ pints p	acked	in EconoPak gable top containers:			
14.	1,000,000	ea.	WHITE 1% LOW FAT MILK (0530021):			
			1% low fat white milk processed to Federal Food and Drug Standards of Identity for low			
			fat milk and shall contain not less than 8.25%			
			milk solids, must be produced from Grade A			
			whole pasteurized and homogenized milk			
			enriched with the minimum fortification of			
			Vitamins A and D as prescribed by Florida's state milk regulations and must meet			
			applicable local, state and federal standards			
			for this product. Refer to Florida Statutes,			
			Chapter 502.			
			Approved Brands:			
			Barber's			
			Please indicate below if your product			
			contains High Fructose Corn Syrup and/or			
			the amount of Trans Fats per serving when applicable:			
			мпен аррисавіе.			
			High Fructose Corn Syrup [ ]Yes [ ]No			
			Trans Fatg			
			State Pack Size			
			Portion Size			
			Portions Per Case			
			Brand			
			Packed By			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Comments:			
15.	25,000	ea.	WHITE FAT FREE MILK (0540010): Fat free unflavored milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502.  Approved Brands: Barber's  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 Fatg  State Pack Size Portion Size Portions Per Case			
			Brand Packed By			
			Comments:			
16.	3,000,000	ea.	CHOCOLATE FAT FREE MILK (0530030): Fat free flavored chocolate milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502. No high fructose corn syrup.	T NIOL.	T INIOL.	T MOE.
			Approved Brands: Tru Moo			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
17.	500,000	ea.	STRAWBERRY FAT FREE MILK (0530020): Fat free flavored strawberry milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502. No high fructose corn syrup.			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			High Fructose Corn Syrup [ ]Yes [ ]No  Trans Fatg  State Pack Size  Portion Size Portions Per Case  Brand  Packed By  Comments:			
18.	100,000	ea.	VANILLA FAT FREE MILK (0530090): Fat free flavored vanilla milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502. No high fructose corn syrup.  Approved Brands: Tru Moo  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 Fatg  State Pack Size Portion Size Portions Per Case			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Brand			
			Packed By			
			Comments:			
Milk,	∣ ½ pints, C	     hug-	 style container (preferred over gabl	e top)		
	packaging:			. ,		
19.	1,000,000	ea.	WHITE 1% LOW FAT MILK (0530021):  1% low fat white milk must be processed to Federal Food and Drug Standards of Identity for low fat milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502.  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 Fatg  State Pack Size Portion Size Portions Per Case			
			Brand Packed By Comments:  Approved Brands: Barber's			
20.	25,000	ea.	WHITE FAT FREE MILK (0540010): Fat free unflavored milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502.			
			Approved Brands: Barber's			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
21.	3,000,000	ea.	CHOCOLATE FAT FREE MILK (0530030): Fat free flavored chocolate milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502. No high fructose corn syrup.  Approved Brands: Tru Moo			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			when applicable:  High Fructose Corn Syrup [ ]Yes [ ]No  Trans Fatg  State Pack Size  Portion Size Portions Per Case  Brand	PRICE:	PRICE:	PRICE:
			Packed By			
			Comments:			
22.	500,000	ea.	STRAWBERRY FAT FREE MILK (0530020): Fat free flavored strawberry milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502. No high fructose corn syrup.			
			Approved Brands: Tru Moo			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Brand			
			Packed By			
			Comments:			
23.	100,000	ea.	VANILLA FAT FREE MILK (0530090): Fat free flavored vanilla milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502. No high fructose corn syrup.  Approved Brands: Tru Moo  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 Fatg  State Pack Size			
			Portion Size Portions Per Case			
			FUILIOIIS FEI CASE			
			Brand			
			Packed By			
			Comments:			
Milk,	pints, chu	⊥ ıg-sty	le container:			
24.	250	ea.	WHITE FAT FREE MILK (0530000): Fat free unflavored milk will contain 0.5% or less butterfat. Milk must be processed to Federal Food and Drug Standards of Identity			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			for fat free milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502.			
			Approved Brands: Barber's			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
			Note: Should 1% white milk in chug-style containers become available, we would prefer to order it.			
25.	1,500	ea.	CHOCOLATE 1% LOW FAT MILK (0530040):  1% low fat chocolate milk must be processed to Federal Food and Drug Standards of Identity for low fat milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502.			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Approved Brands: Tru Moo			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
Milk,	Quarts:	l				
26.	2,000	ea.	LACTOSE FREE MILK (0530050): Low fat or fat free, 100% Lactose free milk, Grade A, ultra pasteurized rich in calcium and high in vitamin D.			
			Approved Brands: Lactaid Dairy Ease			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			

Item:	Qty:	Unit:	Description:	PORTION	UNIT PRICE:	EXTENDED
				PRICE:	PRICE:	PRICE:
			Brand			
			Packed By			
			Comments:			
Milk,	Gallons:			l	l	
27.	400	ea.	WHITE 1% LOW FAT MILK, GALLON (0530070):  1% low fat white milk must be processed to Federal Food and Drug Standards of Identity for low fat milk and shall contain not less than 8.25% milk solids, must be produced from Grade A whole pasteurized and homogenized milk enriched with the minimum fortification of Vitamins A and D as prescribed by Florida's state milk regulations and must meet applicable local, state and federal standards for this product. Refer to Florida Statutes, Chapter 502.  Approved Brands: Barber's  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 Fatg  State Pack Size Portion Size Portions Per Case  Brand  Packed By  Comments:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
28.	3,000	ea.	BUTTERMILK, GALLON (0530080): Buttermilk must be produced from whole milk soured by bacterial cultures, either L. Acidophilus or L. Bulgarius, will contain 8% to 9% milk solids and milk fat consistent with whole milk standards from which it is made. Must meet or exceed all federal and Florida state standards and regulations for this product.			
			Approved Brands: Barber's			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
29.	750	lbs.	SOUR CREAM (0530300): Sour cream, Grade A, pasteurized, homogenized containing cultured pasteurized Grade A milk and cream and enzyme. Packed 5 lb. containers.			
			Approved Brands: Barbers			
			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 Fatg			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
30.	500	CS.	LOWFAT YOGURT, BULK (0530130): Yogurt made from cultured, pasteurized, grade A skim milk, grade A cream and live L. Bulgarious, S. Thermophilus. Pourable bag with serving tip. Packed 6/64 oz. portions per case.			
			Please list all flavors available below.			
			1 2 3 4			
			Approved Brands: Yoplait			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
31.	6,000	cs.	LOWFAT YOGURT, INDIVIDUAL (0530140): Yogurt made from cultured, pasteurized, grade A skim milk, grade A cream and live L. Bulgarious, S. Thermophilus. Packed 48/4 oz. portions per case.			
			Please list all flavors available below.			
			1			
			Approved Brands: Yoplait, Trix			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
32.	2,500	CS.	LOWFAT YOGURT, INDIVIDUAL (0530340): Yogurt made from cultured, pasteurized, Grade A skim milk, grade A cream and live L. Bulgarious, S. Thermophilus. Packed 12/6 oz. portions per case.			
			Please list all flavors available below.			
			1			
			Approved Brands: Yoplait			

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 Fatg			
			State Pack Size			
			Portions Per Case			
			Packed By			
			Comments:			
33.	30,000	ea.	PORTION PACK BUTTER (0540220): Grade AA Butter, churned from sweet cream. Salt added, no additional coloring, light to medium color, whipped, butter fat minimum 8%, moisture approximately 17%. Packed in 5g individual portion cups, 90 cups per case.			
			Approved Brands: Sommer Maid			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Comments:			
34.	30,000	ea.	PORTION PACK MARGARINE (0540240): Should be good grade product, sweet, fresh, clean, with firm and uniform body, not sticky or mottled. The color should be a delicate straw yellow and coloring should not cover inferior merchandise. The product should contain not less than 1% milk solids and 9,000 I.U. of vitamin A per lb. It should contain 80% or more of approved vegetable fats and not more than 17.5% moisture and 4% salt. Margarine should be in 5g individual portion cups, 90 cups per case. 0 Trans Fat.  Approved Brands: Sommer Maid			
			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 Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
35.	42,000	lbs.	BUTTER (0516382): Made from fresh cream and must contain approximately 80.3% milk fat (i.e., not less than 80%), 0.9% milk solids or curd, 2.0% salt, and 16.3% moisture; U.S. Grade AA or A; delicate, sweet flavor with smooth, creamy texture and good spreadability. Packed 1 pound prints, 36 prints per case.			
			State pack if different: Approved Brands:			
		<u> </u>	Approved Dianus.			<u> </u>

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Land O' Lakes Butler Foods #36  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 Fatg			
			State Pack Size  Portion Size  Portions Per Case			
			Brand Packed By			
			Comments:			
36.	42,000	lbs.	MARGARINE (0516370): For use in baking, as a flavoring or as a spread. Should be good grade product, sweet, fresh, clean, with firm and uniform body, not sticky or mottled. The color should be a delicate straw yellow and coloring should not cover inferior merchandise. The product should contain not less than 1% milk solids and 9,000 I.U. of vitamin A per lb. It should contain 80% or more of approved vegetable fats and not more than 17.5% moisture and 4% salt. Margarine should be packed in approximately 30 lb. cases containing 1 lb. prints wrapped in waxed paper, aluminum foil, or some other sanitary, protective wrap. 0 Trans Fat.  Approved Brands: Land O' Lakes Sommer Maid #5666			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			High Fructose Corn Syrup [ ]Yes [ ]No			
			Trans Fatg			
			State Pack Size			
			Portion Size Portions Per Case			
			Brand			
			Packed By			
			Comments:			
37.	25,000	dz.	CHICKEN EGGS, IN SHELL (0530170): U. S. Grade A, large size. 45 lbs. net weight per 30 dozen case. Minimum 24 oz. per dozen, fresh product must be less than 29 days old. Product must have been under proper refrigeration since grading. Packed 30 dozen per case.  Approved Brands: United Egg Marketing  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 Fatg  State Pack Size Portion Size Portions Per Case  Brand  Packed By  Comments:			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
38.	50	CS.	CHICKEN EGGS, LIQUID (0530190): Pasteurized, blended, liquid whole eggs, to be used in baked products and egg dishes. Contains whole eggs, citric acid and 0.15% water as a carrier for citric acid. Pasteurization process should assure consistent quality of egg blend as well as a ten (10) week shelf life when stored between 33 and 40 degrees F. Product should be aseptically packaged and will be Salmonella, Listeria and E.Coli negative. Packed in 2 lb pound cartons, 15 cartons per case. Will not accept 20 lb. bag-in-box containers.  If bidding different pack size, list as alternate and state pack size.  Approved Brands: Easy Eggs by Michael Foods.  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 Fatg  State Pack Size Portion Size Portions Per Case  Brand Packed By  Comments:			
39.	40,000	ea.	CHICKEN EGGS, HARD BOILED (0560650): U. S. Grade A, large size. Hard boiled, peeled, ready to eat eggs should be vacuum packed with a minimum 5 day refrigerated shelf life. 144 eggs per case.  Approved Brands: No Approved Brands/Samples Required			
			Please indicate below if your product			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:  High Fructose Corn Syrup []Yes []No  Trans Fatg  State Pack Size  Portion Size Portions Per Case  Brand  Packed By  Comments:			
40.	400	CS.	CHEESE, PEPPER JACK, SLICED: Pepper jack cheese, sliced, a semi-soft and buttery derivative of Monterey jack that includes spicy hot peppers for flavor. Moisture % should not exceed 51%. Each slice ½ oz. – ¾ oz. Total fat not to exceed 70%, total sodium not to exceed 225 mg per serving, 0 trans fat. Packed 30# case, 960 slices per case.  Approved Brands: No Approved Brands/ Samples 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 Fatg  State Pack Size  Portion Size Portions Per Case			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Packed By			
			Comments:			

# MILK FREQUENCY OF DELIVERY:

DAILY DELIVERY	THREE TIMES WEEKLY DELIVERY
Jim Allen Elementary	Bellview Elementary
Molino Park Elementary	Longleaf Elementary
Bailey Middle	Bellview Middle
Beulah Elementary	Bratt Elementary
Blue Angels Elementary	Cordova Park Elementary
West Florida Tech	Suter Elementary
Cook Elementary	Navy Point Elementary
Ensley Elementary	Escambia High
Ferry Pass Middle	Ferry Pass Elementary
Oakcrest Elementary	Holm Elementary
Global Learning Academy	Lipscomb Elementary
Hellen Caro Elementary	McArthur Elementary
Lincoln Park Elementary	Escambia Westgate
Northview High	Montclair Elementary
Pine Forest High	Myrtle Grove Elementary
Brentwood Elementary	Pensacola High
Semmes Elementary	Pine Meadow Elementary
Sherwood Elementary	Pleasant Grove Elementary
West Pensacola Elementary	Scenic Heights Elementary
Weis Elementary	Tate High
	Ernest Ward Middle
	Warrington Elementary
	Brown Barge Middle
	Warrington Middle
	Washington High
	Woodham Middle
	Workman Middle
	Ransom Middle

#### 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 – 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, participants 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 Instru	uctions On T	The Following Page			
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.					
Where the prospective lower tier participar such prospective participants shall attach ar		•	in this certification,		
Organization Name		PR/Award Number or Project Name			
Name(s) and Title(s) of Authorized Represen	ntatives				
Signature	Date				

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Form AD-1048 (1/92)

### **Instructions for Certification**

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.

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.

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.

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.

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.

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.

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.

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.

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

## FORM P-002 Reference Release Form

(Name/ Title) give Escambia County School District, Florida	(Name Of Company) authorization to check our company's previous performance
Authorizing Signature:	
IF CURRENTLY DOING BUSINESS WITH THE District may be used as your reference.	HE ESCAMBIA COUNTY SCHOOL DISTRICT, the School
R	EFERENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	
R	EFERENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

### 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
officers, employees or agents have not ta	ol Lunch Program Sponsor certifies that the Sponsor's aken any action, which may have jeopardized the nich this document is attached and referred to above.
Signature of Authorized Sponsor Representative	Date

## **NON-COLLUSION AFFIDAVIT**

State	e of	_		
Cont	tract/RFP No	_		
County of				
and perso	I am authorized to make this affidavit on boon responsible in my firm for the price(s) guates.	of (Name of Firm) behalf of my firm, its owners, directors, and officers. I am the arantees and the total financial commitment represented in this		
	/bid response.			
I stat	te that:			
(1)		I have been arrived at independently and without consultation, her contractor, bidder, or potential bidder.		
(2)		of this RFP/bid, and neither the approximate price(s) nor we been disclosed to any other firm or person who is a bidder or closed before RFP/bid opening.		
(3)		ade to induce any firm or person to refrain from bidding on this er than this RFP/bid, or to submit any intentionally high or complementary RFP/bid.		
(4)		faith and not pursuant to any agreement or discussion with, or ubmit a complementary or other noncompetitive RFP/bid.		
(5)	are not currently under investigation by a been convicted or found liable for any	, its affiliates, subsidiaries, officers, directors, employees any governmental agency and have not in the last three years act prohibited by State or Federal law in any jurisdiction, pect to bidding on any public contract, except as follows:		

## Page 2 of 2 Non-Collusion Affidavit

I state that		
i state that	(Name	e of my Firm)
Escambia County School Disfirm understands that any mis	ges that the above rep strict in awarding the c sstatement in this affic	presentations are material and important, and will be relied on by the contract(s) for which this RFP/bid is submitted. I understand and my davit is and shall be treated as fraudulent concealment from the relating to submission of RFP/bids for this contract.
(Name and C	Company Position)	_
SWORN TO SUBSCRIBED		
BEFORE ME THIS	DAY	
OF	, 20	
NOTABY BURLING		
NOTARY PUBLIC		
My commission expires: _		

# ESCAMBIA COUNTY SCHOOL CAFETERIAS 2012-2013 SCHOOL YEAR

School and Address	Manager	Cost Center
JIM ALLEN ELEMENTARY	Janet Williams, Cafeteria Manager	0031
1051 Highway 95A North	Phone: 937-2271	
Cantonment, FL 32533	Patricia Comans, Assistant	
BAILEY MIDDLE	Cheryl Null, Cafeteria Manager	1221
4110 Bauer Road	Phone: 492-0975	
Pensacola, FL 32506	Gigi Deluna, Assistant	
BELLVIEW ELEMENTARY	Carol Gilmore, Cafeteria Manager	0051
4425 Bellview Avenue	Phone: 941-6067	
Pensacola, FL 32526	Stella Schuck, Assistant	
BELLVIEW MIDDLE	Barbara James, Cafeteria Manager	0061
6201 Mobile Highway	Phone: 941-6094	
Pensacola, FL 32526	1 110110. 011 0001	
BEULAH ELEMENTARY	Melanie Grandchamp, Cafeteria	0941
6201 Helms Road	Manager	0341
Pensacola, FL 32526	Cafeteria Phone: 941-6187	
Felisacola, i L 32320		
BLUE ANGELS	Shirley Weeden, Assistant	1241
	Susan Lashley, Manager	1241
ELEMENTARY	Phone: 458-7415	
1551 Dog Track Road	Joyce Wood, Asst. Cafeteria Manager	
Pensacola, FL 32507		
BRATT ELEMENTARY	Jackie Thomas, Cafeteria Manager	0101
5721 North Highway 99	Phone: 327-6154	
Century, FL 32535	Linda Roley, Assistant	
BRENTWOOD ELEMENTARY	Ron Mixon, Cafeteria Manager	0111
4820 North Palafox Street	Phone: 595-6805	
Pensacola, FL 32505	Lenora Houston, Assistant Manager	
BROWN BARGE MIDDLE	Ruth Stricker, Cafeteria Manager	0671
201 Hancock Lane	Phone: 494-5646	
Pensacola, FL 32503	Corette Houston, Assistant Manager	
HELLEN CARO	Cheryl Null, Cafeteria Manager	0021
ELEMENTARY	Phone: 492-5323	
12551 Meadson Road	Ann Barge, Assistant	
Pensacola, FL 32506		
COOK ELEMENTARY	Carolyn Richtmyre, Cafeteria	0191
1310 North 12 <sup>th</sup> Avenue	Manager	
Pensacola, FL 32503	Phone: 595-6824	
,	Donna Myers, Assistant	
CORDOVA PARK	Norma Ramsey, Cafeteria Manager	0231
ELEMENTARY	Phone: 595-6839	
2250 Semur Road	Tony Edwards, Assistant	
Pensacola, FL 32503		
ENSLEY ELEMENTARY	Donna Burks, Cafeteria Manager	0271
501 E. Johnson Avenue	Phone: 494-5602	J
Pensacola, FL 32514	Mary Pettis, Assistant	
ESCAMBIA HIGH	Lisa Leitermann, Cafeteria Manager	0281
1310 North 65 <sup>th</sup> Avenue	Phone: 453-7454	0201
Pensacola, FL 32506	Sharon Horne, Assistant	
FEIISAUUIA, FL 32300	Sharon Home, Assistant	

FERRY PASS ELEMENTARY	Pat Green, Cafeteria Manager	0291
8310 North Davis Highway	Phone: 494-5608	0231
Pensacola, FL 32514	Filone. 494-3000	
FERRY PASS MIDDLE	Juanita Forst, Cafeteria Manager	0301
8355 Yancey Avenue	Phone: 494-5654	0301
,		
Pensacola, FL 32514	Tonja Holland, Assistant	4004
GLOBAL LEARNING	Pam Smith, Cafeteria Manager	1281
ACADEMY	Phone:	
100 N. "P" Street	Cynthia Wood, Assistant	
Pensacola, FL 32505		
HOLM ELEMENTARY	Vickey Grant, Cafeteria Manager	0602
6101 Lanier Drive	Phone: 494-5614	
Pensacola, FL 32504	Gayle McVaugh, Assistant	
LINCOLN PARK	Joyce Vulcano, Cafeteria Manager	0771
ELEMENTARY	Phone: 494-5622	
7600 Kershaw Street	Josephine Wilson, Assistant	
Pensacola, FL 32534		
LIPSCOMB ELEMENTARY	Kathy Davis, Cafeteria Manager	1201
10200 Ashton Brosnaham	Phone: 494-5723	
Road	Mary Vigue, Assistant	
Pensacola, FL 32534		
LONGLEAF ELEMENTARY	Carol Gilmore, Manager (Bellview	0863
2600 Longleaf Drive	Elem.)	
Pensacola, FL 32526	Phone: 941-6121	
1 011000010, 1 2 02020	Jewel Cain, Assistant	
MCARTHUR ELEMENTARY	Kathy Davis, Cafeteria Manager	0921
330 East Ten Mile Road	Phone: 494-5627	552.
Pensacola, FL 32534	Linda Nowlin, Assistant	
MCMILLAN COMM. LEARN.	Angela Blackmon, Cafeteria Manager	0741
CTR.	Phone: 595-6936	0141
1403 St. Joseph Avenue	Patty Mask, Assistant	
Pensacola, FL 32501	atty mask, Assistant	
MOLINO PARK	Jenny McKendrick, Cafeteria	1261
ELEMENTARY	· · · · · · · · · · · · · · · · · · ·	1201
	Manager	
899 Highway 97	Phone: 587-5039	
Molino, FL 32577	Angele Bleekman Cefetarie Manager	0004
MONTCLAIR ELEMENTARY	Angela Blackman, Cafeteria Manager	0361
820 Massachusetts Avenue	Phone: 595-6970	
Pensacola, FL 32505	Doris Beasley, Assistant	0074
MYRTLE GROVE	Rosemary Whalen, Cafeteria	0371
ELEMENTARY	Manager	
6115 Lillian Highway	Phone: 453-7413	
Pensacola, FL 32506	Stephanie Bass, Assistant	
NAVY POINT ELEMENTARY	Phillys Jernigan, Cafeteria Manager	0381
1321 Patton Drive	Phone: 453-7417	
Pensacola, FL 32507	Jannet Sanchez, Assistant	
NORTHVIEW HIGH	Mary (Wiggins) Hall, Cafeteria	1231
4100 West Highway 4	Manager	
Bratt, FL 32535	Phone: 327-4503	
	Sonja Allen, Assistant	
OAKCREST ELEMENTARY	Debbie Williamson, Cafeteria	0391
1820 North Hollywood Blvd.	Manager	

Pensacola, FL 32505	Phone: 595-6985	
,	Delores Davis, Assistant	
PENSACOLA HIGH	Chauncey Reese, Cafeteria Manager	0411
500 West Maxwell Street	Phone: 595-1523	
Pensacola, FL 32501	Carolyn Spark, Assistant	
PINE FOREST HIGH	Virginia Mattox, Cafeteria Manager	0862
2500 Longleaf Drive	Phone: 941-6160	
Pensacola, FL 32526	Wilma Weaver, Assistant	
PINE MEADOW	Joyce Vulcano, Cafeteria Manager	0441
ELEMENTARY	Phone: 494-5632	
10001 Omar Avenue	Josephine Wilson, Assistant	
Pensacola, FL 32504	occopiiii viiocii, 7 kolokaik	
PLEASANT GROVE	Susan Lashley, Cafeteria Manager	0451
ELEMENTARY	Phone: 492-4319	0401
3000 Owen Bell Lane	Linda Pierce, Assistant	
Pensacola, FL 32507	Linda Fierde, Addistant	
RANSOM MIDDLE	Donna Burks, Cafeteria Manager	0221
1000 W. Kingsfield Road	Phone: 937-2237	0221
Cantonment, FL 32533	Brenda Hopkins, Assistant	
SCENIC HEIGHTS	Joyce Matheiss, Cafeteria Manager	0461
ELEMENTARY	Phone: 494-5637	0401
3801 Cherry Laurel Drive	Loretta Ray, Assistant	
Pensacola, FL 32504	Carelyn Bightmyra Cafataria	0471
SEMMES ELEMENTARY	Carolyn Richtmyre, Cafeteria	0471
1250 Texar Drive	Manager	
Pensacola, FL 32503	Phone: 595-6974	
CLIEDWOOD ELEMENTADY	Gloria McGuire, Assistant	0404
SHERWOOD ELEMENTARY	<b>Debra Parkerson</b> , Cafeteria Manager	0491
501 Cherokee Trail	Phone: 453-7422	
Pensacola, FL 32506	Names Damague Cafataria Manague	0504
SUTER ELEMENTARY	Norma Ramsey, Cafeteria Manager Phone: 595-6812	0501
501 Pickens Ave.		
Pensacola, FL 32503	Lula Wilson, Assistant	0504
TATE HIGH	Erica Debrabant, Cafeteria Manager	0521
1771 Tate Road	Phone: 937-2323	
Cantonment, FL 32533	TBD, Assistant	0544
E. WARD MIDDLE	Mary (Wiggins) Hall, Cafeteria	0541
7650 Highway 97	Manager	
Walnut Hill, FL 32568	Phone: 327-4685	
MARRINGTON	Harvette Boone, Assistant	0554
WARRINGTON	Angela Anglin, Cafeteria Manager	0551
ELEMENTARY	Phone: 453-7427	
220 North Navy Blvd.	Myrna Wiggins, Assistant	
Pensacola, FL 32507	Paralage Aturand Cafatasia Man	0504
WARRINGTON MIDDLE	Peaches Atwood, Cafeteria Manager	0561
450 South Old Corry Road	Phone: 453-7440 ext. 236	
Pensacola, FL 32507	Peaches Atwood, Assistant	0054
WASHINGTON HIGH	TBD, Cafeteria Manager	0951
6000 College Blvd.	Phone: 494-5679	
Pensacola, FL 32504	Norman Rogers, Assistant	0.550
WEIS ELEMENTARY	Vina Burks, Cafeteria Manager	0572
2701 North "Q" Street	Phone: 595-6887	
Pensacola, FL 32505	Melanie Beauchamp, Assistant	

WEST FL HS OF ADVANCED TECH	Brenda Gant, Cafeteria Manager (PFH)	0862
2400 Longleaf Drive	Phone: 941-6200, ext.236	
Pensacola, FL 32526	TBD, Assistant	
WESTGATE CENTER	Kathy Davis, Cafeteria Manager	0922
10050 Ashton Brosnaham	Phone: 494-5739	
Road	Jayne Moore, Assistant	
Pensacola, FL 32514		
WEST PENSACOLA	Pam Smith, Cafeteria Manager	0581
ELEMENTARY	Phone: 453-7473	
801 North 49 <sup>th</sup> Avenue	Linda Nikolopoulos, Assistant	
Pensacola, FL 32506		
WOODHAM MIDDLE	Donna Burks, Cafeteria Manager	0853
150 East Burgess Road	Phone: 494-5692	
Pensacola, FL 32503	Veronica Brown, Assistant	
WORKMAN MIDDLE	Vickey Grant, Cafeteria Manager	0601
6299 Lanier Drive	Phone: 494-5669	
Pensacola, FL 32504	Gayle MacVaugh, Assistant	