



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

**INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT**

POSTING DATE:

**March 20, 2015**

PURCHASING CONTACT & TELEPHONE:

**Allison Watson, (850) 469-6210  
awatson@escambia.k12.fl.us**

BID TITLE:

**Food Trays for School Cafeterias**

BID NUMBER:

**153002**

BID OPENING DATE & TIME

**Friday, April 17, 2015 1:30 PM CST**

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

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 Bids may not be withdrawn for a period of sixty (60) days after the opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: ( EXT: ) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE\_\_\_ BIDNET\_\_\_ DEMAND STAR\_\_\_ PRIME VENDOR\_\_\_ OTHER\_\_\_ (PLEASE SPECIFY\_\_\_\_\_)

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

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION

This bid solicitation is for the purchase of food trays for use in the school cafeterias for the period beginning May 20, 2015 through April 30, 2016. **Prices, terms, and conditions of this agreement cover all purchases for the products listed in this document for the entire term of this agreement.** The quantities and delivery dates listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated dates and quantities, however, the District reserves the right to adjust shipment dates, reduce the number of shipments and/or purchase additional quantities at the contract price at any time during the contract period. By signing this agreement you are agreeing to honor your contract price for the entire term of the agreement.

If offering a brand and/or product **OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED**, make a notation in the comments section for that item. If you offer a product that is not preapproved in this bid, you must send a sample for review by **Tuesday, April 14, 2015, 4:00 PM, CST**. Failure to send a sample and the required documentation when offering an alternate product will result in your bid being determined “non-responsive” for that item. Samples should be clearly labeled “SAMPLE FOR BID NUMBER 153002.” If you plan to send samples, contact the Escambia County School District Purchasing Office by email [awatson@escambia.k12.fl.us](mailto:awatson@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. Samples for this bid should come to the Purchasing Office, at the address on the cover page of this document.

**QUESTIONS:** Due to time constraints, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. The deadline for questions will be **Thursday, April 2, 12:00 PM, Central Standard Time**. Any changes in the specifications contained in this bid will be made by Addenda. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each proposer to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if Addendum has been issued and to obtain such addendum. Any Addendum and answers to any questions received will be posted on the Purchasing Department's web pages by **close of business Wednesday, April 8, 2015**. The direct link to the Bid Activity Section of the District website is listed below.

<http://ecsd-fl.schoolloop.com/purchasing/bids>

All inquiries should be sent to:  
Allison Watson, Senior Purchasing Agent  
Purchasing Department  
Escambia County School District  
75 N. Pace Blvd.  
Pensacola, FL 32505  
Email: [awatson@escambia.k12.fl.us](mailto:awatson@escambia.k12.fl.us)  
Fax: 850-469-6271

**EX PARTE COMMUNICATION:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this solicitation, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.

Ex parte communication (whether verbal or written) by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Bidders.

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

## II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon an bid award, the terms and conditions of this bid 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 bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only; details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENT AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: 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 Bid 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 bid, 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 bid 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 Bid Number, Bid Title, and Bid Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance; (4) Other factors as specified in Section III – Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's 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 bids. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB 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 Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> 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. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this bid **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 bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

**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 shall result in your proposal not being accepted.**

1. **The entire bid document (pages 1 – 19) must be returned when submitting your bid.** 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 bid submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
2. **Return your original bid and one copy.** The copy should be a photocopy of your original bid and there should be no differences in the bid document or attached enclosures. Any difference or failure to include bid attachments in both sets may cause your bid to be rejected. **Please mark copy "COPY."**
3. Product specification sheet or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. **Sending these sheets with the sample product does not negate the need to attach these as part of your bid document.**
4. 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.

**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://ecsd-fl.schoolloop.com/>. 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. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your bid for that item.
- D. **MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value that will affect final order processing.
- E. **BID QUANTITIES: Quantities and delivery dates indicated in this bid are estimates based on prior usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning May 20, 2015, and ending April 30, 2016. All terms and conditions including price shall remain in effect for the entire term of this agreement. **The District does not pay fuel adjustment charges.**
- G. **EVALUATION CRITERIA:** Each bid will be evaluated by a committee to ascertain which Bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Bid award will be made based on the following applicable criteria:
1. Line Item by Low Price: Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list or where an alternate product is bid, was tested and approved by the District upon receipt of sample as detailed in this bid. The District reserves the right to reject any bid with a minimum shipment requirement; therefore, low bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District. Products are approved prior to posting of bid and are listed in the Specifications and Pricing Section (Section VII ) for each item.
  2. Award by Lots: Aggregate low price for all line items in a lot (i.e. all cereal would be one lot) will be awarded to one vendor.
- H. **ALTERNATE PRODUCT OFFER:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. **ALTERNATE PRODUCTS:** The District preapproves products prior to bid. Bidding any product not listed as approved in this document is an alternate bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Purchasing Agent listed on Page 1 of this document.
- J. **FLORIDA PUBLIC RECORDS LAW:** Bidders shall comply with Florida's Public Records Law. Specifically, Bidder agrees that it will:
1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by Bidder under the Agreement.
  2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statute or as otherwise provided by law.
  3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.



4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of Bidder upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
5. The failure of Bidder to comply with the provisions set forth shall constitute a default and breach.

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

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

#### 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 offering on different kinds and sizes of containers and/or number of units in a shipping case.
1. Any alternate packaging offered must be substantially equivalent and listed as an alternate bid.
  2. Changes in packaging and packing offered by the bidder must be clearly indicated in their bid and will be given consideration to the extent deemed consistent with the best interests of the schools.

- B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.
- C. **LOT IDENTIFICATION:** All lots shall bear the correct commercial label that conforms to the brand being bid.
- D. **BRAND/TRADE NAME:** Vendor shall indicate in their bid the brand or trade name by which the product offered is identified.
- E. **SHIPPING CONTAINERS OVER 25 POUNDS UP TO 50 POUNDS:** Marking of shipping containers packed to more than twenty-five (25) pounds and shall not exceed maximum net weight of fifty (50) pounds as follows:
  - 1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.
  - 2. The markings shall be located in the following sequence on one end of the container:
    - a. Upper left hand area. The true name of the product and the product item description number.
    - b. Upper right hand area. Lot number and box number when product is designated by lot, the numerical entry may be applied with a felt-tip pen, crayon, or pencil.
    - c. Lower left hand area. The Purchase Order (P.O.) Number.
    - d. Lower right hand area. The net weight of product (the numerical entry may be applied with a felt-tip pen, crayon, or pencil).
  - 3. All goods delivered to the ECSD Warehouse must have at minimum a shelf life of twelve (12) months. The Best Buy Dates must be clearly marked on the side of the boxes or pallets.

**V. ORDER PLACEMENT AND DELIVERY PROCEDURES**

- A. **ORDERING PROCEDURES:** No direct ordering items by individual cafeterias is permitted. All orders for the items in this bid will be issued to the vendor from the Purchasing Office of the School District of Escambia County. This also applies to any additions, deletions, or other alterations to existing orders.
- B. **SHIPPING/RECEIVING REQUIREMENTS:**
  - 1. **ALL MERCHANDISE OF FIFTY (50) CASE LOTS OR MORE WILL COME PALLETIZED ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 45" FROM BOTTOM OF PALLET TO TOP OF STACK. SLIP SHEET PACKING WILL ALSO BE ACCEPTED. Products requiring stacking over 45" high for shipping purposes must have an additional slip sheet placed at the 45" level to facilitate down stacking and storage of product being delivered to Warehouse.**
  - 2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least twenty-four (24) hours in advance by contacting District Warehouse personnel at (850) 469-5321 or (850) 459-5623.

Delivery times for all commodities are as follows:

Monday-Friday                      7:30 am – 2:00 pm Central Time

3. Delivery must be made directly to the ECSD Warehouse located at 51 East Texar Drive, Pensacola, Florida 32503, as designated on our Purchase Orders.
4. **NOTE: IF THE ABOVE DELIVERY REQUIREMENTS ARE NOT FOLLOWED AT DELIVERY, SHIPMENTS CAN BE REFUSED AND THE DISTRICT WILL NOT BE LIABLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO SHIPPING OR RESTOCKING FEES.**

## VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases of food and all non-food supplies made for the District's Food Service Program will be paid by the Food Service Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions since delivery of product to our central warehouse may be made several ways, invoicing should be handled as follows:

- A. **DELIVERIES MADE BY VENDOR'S OWN CONVEYANCE:** When deliveries are made via the bidder's own conveyance, delivery receipts or packing slips should accompany the merchandise to the warehouse. An original and two (2) copies will be provided the Warehouse Manager (or his authorized representative) who will sign all copies if the shipment is complete and in good order. The Warehouse Manager will retain the original and one (1) copy and provide the vendor with a signed third copy. Should there be any discrepancy, damaged goods, incorrect product, shortages, etc., the vendor's driver will contact his company for permission to correct the delivery receipt or packing slip on the spot, and all discrepancies shall be noted on delivery receipt or packing slip.
- B. **DELIVERIES MADE VIA COMMON CARRIER OR TRUCK:** When the deliveries are made via common carrier or truck, delivery receipts or packing slips must accompany or precede the actual delivery of product to the warehouse manager via the U.S. Mail. In case any product is received with in transit damage, our warehouse manager will have an exception made on the common carrier freight bill and/or delivery receipt regarding the extent of damaged product and forward you a copy of said freight bill or delivery receipt so you may file claim, including refusal of delivery on damaged goods. Our Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc. Barring delays due to unresolved discrepancies, you may expect to receive payment for products within ten (10) days of our receipt of your invoice.
- C. **INVOICE SUBMISSION:** All invoices, copies of delivery receipts and statements are to be mailed to:  
  
School District of Escambia County  
Food Service Accounting - Rm 211  
75 N. Pace Blvd.  
Pensacola, FL 32505
- D. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detail specifications.

## VII. SPECIFICATIONS AND PRICING

**PLEASE NOTE: Samples must be provided if offering a product that is not listed on the approved list. Any deviation from the product or product number listed requires a sample. Samples must be received in the Purchasing Office no later than time and date listed in the Introduction section on page two (2) of this bid. This price must be all inclusive: product, shipping and handling, etc. Refer to pages 10-11, Section V.B. – Shipping/Receiving Requirements.**

**\*\*Note: Items #1-3 May Also Be Awarded As A Lot\*\***

Item:	Qty:	Unit:	Description:	UNIT PRICE: defined at left Example – cs.; ea	EXTENDED PRICE:
1.	11000	cs.	<p>TRAY, 6 COMPARTMENT (0702620): Tray, 6- compartment. Approximately 11.2 inches x 8.2 inches x 1.3 inches. Disposable foam or paper construction. Corrugated cardboard cases preferred for warehouse stack- ability. Packed 125/sleeve, four (4) sleeves/cs., 500/cs.</p> <p><u>Approved Brand:</u> Pactiv # TH 1-0601 Republic #97047</p> <p>State pack size: _____</p> <p>_____</p> <p>Brand/Number Offered/ Packed in Cardboard Case</p> <p>Comments:</p>		
2.	1200	cs.	<p>TRAYS, 3-COMPARTMENT WITH HINGED LID (0702590):</p> <p>3 compartment tray with hinged lid. Approximately 8-1/2 " x 8 " x 1-3/4 ", disposable foam construction. Subtle, non-white color preferred. Packed 200/cs.</p> <p><u>Approved Brands:</u> Dart # 85 HT 3 Genpak # 22310 Pactiv # YTD18803EC</p> <p>State pack size: _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>		

Item:	Qty:	Unit:	Description:	UNIT PRICE: defined at left Example – cs.; ea	EXTENDED PRICE:
3.	1100	cs.	<p>TRAYS, NON-COMPARTMENTED (0702570): Non-compartmented tray. Approximately 10 " x 8 " x 5/8 inch, disposable foam construction. Subtle, non-white color preferred. Packed 125/sleeve, 4 sleeves/cs., 500/cs.</p> <p><u>Approved Brands:</u> Genpak # 8 SYB Pactiv # TF 3-08 SO Pactiv # 85 State pack size: _____</p> <p>Must be packed in cardboard case. Does your company pack in cardboard cases? Yes _____ No _____</p> <p>_____</p> <p>Brand/Number Offered</p> <p>Comments:</p>		

Florida Department of Agriculture and Consumer Services  
Bureau of General Services  
**DRUG-FREE WORKPLACE PROGRAM  
BIDDER CERTIFICATION**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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.

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VENDOR'S SIGNATURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)**

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

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ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

---

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

---

SIGNATURE(S)

DATE

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.







**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

BIDDER is the

\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:

\_\_\_\_\_