



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

April 26, 2021

PURCHASING CONTACT & TELEPHONE:

**Allison Watson (850) 469-6210
awatson@ecsdf.us**

RFP TITLE:

Fast Food Partnership

RFP NUMBER:

211802

RFP OPENING DATE & TIME: **Tuesday, May 20, 2021, 1:30 PM, CST**

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

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 Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE BY AN AUTHORIZED AGENT OF THE RESPONDER IS REQUIRED ON THIS FORM. ELECTRONIC OR DIGITAL SIGNATURES ARE NOT ACCEPTED.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

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

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

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION.

The purpose of this Request For Proposal (RFP) is to develop a list of approved branded fast food vendors and specific products in various categories to be served to secondary school students. Products will be evaluated for specifications and sampled using student taste testing. The Food Services Department reserves the right to taste test and add new vendors at any time whenever it best serves the needs of the students and cafeteria management. Subsequent additions will be taken to the School Board for approval before a vendor may be added. **Proposals will only be accepted from firms with approved brands or submitted samples for evaluation.** All sample testing will be done without product logo or identification. The students will rate each product individually. Products will not be compared. To provide samples for the testing period, please contact the Food Services Department at 850-469-5637 by **Friday, May 21, 2021.**

Upon mutual written consent and approval of the School Board of Escambia County, FL, this Agreement will be issued in one (1) year increments up to a total of five (5) years subject to the availability of lawfully appropriated funds. The initial term of the Agreement(s) shall be from August 1, 2021 through July 31, 2022.

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. Deadline for questions will be **Monday, May 3, 2021, 12:00 PM, Central Standard Time.** Any changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A PROPOSAL,** 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 an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received will be posted by close of business **Thursday, May 6, 2021.** 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, CPPB
Sr. Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: awatson@ecsdfl.us

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this RFP. Vendors are expected to utilize this representative for **ALL** Information regarding this RFP. **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 "Responder, Vendor, or Contractor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

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

- I. STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.
- All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
- M. PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFP 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 proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder 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 Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no RFP or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. 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. Responder 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 Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders 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 Responder 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 Responder'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. Responders 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 RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder 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 Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at "www.escambia.k12.fl.us/adminoff/finance/purchasing". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. MODIFICATIONS:** Changes to specifications, terms, and conditions must be in writing and be by mutual consent of both parties and School Board approval, if needed.

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

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

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

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

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

1. **The entire RFP document (pages 1 – 28).** The signature on the first page must be an original signature – no fax or email documents will be accepted. All certifications in this solicitation requiring vendor information and/or signature must be completed and the signature must be an original. In the event that the Responder 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.
2. **Return your original proposal and one copy.** The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. **Please mark copy "COPY."**
3. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
4. **DRUG-FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to Attachment A.
5. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** This form (Attachment B) must be signed and returned with your proposal. Failure to return will result in your proposal not being accepted.
6. If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to attached Form P-002 (Attachment C).
7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.

9. Copy of Responder's current business license.
 10. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
 11. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
 12. **E-VERIFY:** This form (Attachment H) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
 13. **ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM:** This form (Attachment I) must be initialed and returned with your proposal. Failure to return may result in your proposal not being accepted.
 14. A one-page summary of each Responder's recall policy and procedures with vendor contact information.
- C. 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/purchasing/bids>. 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.
- D. TERM.** The initial term of the contract shall be effective August 1, 2021 through July 31, 2022. The School District reserves the right to renew the contract on an annual basis for four (4) additional one (1) year terms beginning August 1, 2022 through July 31, 2023 upon mutual consent of both parties.
- E. PRICE ESCALATION.** The successful Responder shall have an opportunity to adjust the prices for the next school year, if the notice with supporting documentation is received by the District's Purchasing Office by April 1, of each year. Price adjustments are subject to negotiation and approval from the District. Excessive price increases may be cause for termination.
- F. VENDOR WILL BE REGISTERED BY SCHOOL(S).** Responder may offer on all or any of the schools listed. Responder will be considered for only those high schools and associated feeder middle schools in which they have made an offer.
- G. ALTERNATE OFFER:** The District shall have sole discretion in accepting or rejecting any alternate product offered.

- H. ALTERNATE PRODUCTS:** The District pre-approves products prior to proposal evaluation. Offering any product not listed on the approved list at the time of RFP posting is an alternate offer. Responders may offer an equal equivalent to the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner listed in Section I, Introduction, page 2 of this RFP. The District shall have sole discretion in accepting or rejecting vendor's alternate/approved equal. If approved, the alternate product offered for that item will be added to the approved product list and will be accepted for potential award on this RFP. Request should be made to the Purchasing Agent listed on page 1 and page 2 of this document.
- I. ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- J. ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this RFP, by signing this proposal, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
 8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
 9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F. R. Part 5).
 10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
 11. Rights to Inventions Made Under a Contract or Agreement (2 C.F.R. 200.326 Appendix II (F)).
 12. Procurement of Recovered Materials (2 C.F.R. 200.322), EPA (40 C.F.R. Part 247).
 13. Breach of Contract (2 C.F.R. Appendix II to Part 200 (b)).
 14. Byrd Anti-Lobbying (2 C.F.R. 200.326 Appendix II (J)).

Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

IV. DELIVERY, INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases of food and all non-food supplies made for the District's Food Service Program will be paid by the Food Service Central Accounting Office.

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

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

V. SCOPE OF WORK AND PRODUCT SPECIFICATIONS

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

B. ORDERING:

1. All entrees should be available for ordering on each day of the 180-day school calendar to be furnished by the successful quick service restaurant.
2. A standing order may be set by the cafeteria manager and may vary depending on the day of the week. Any changes to this order will be emailed, faxed or telephoned to the restaurant and should be received by 2:30 p.m. on the day before delivery.
3. Products shall be purchased by the District to be sold a la carte to the students by cafeteria personnel.

C. PRODUCT TRANSPORT AND DELIVERY:

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

D. MARKETING AND PROMOTIONAL MATERIALS:

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

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

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

VII. SCHOOLS TO BE SERVED.

Potential schools to be served are as follows: Refer to Attachment J for Address and Contact List.

Escambia High	Jim Bailey Middle
Northview High	Bellview Middle
Pensacola High	Beulah Middle
Pine Forest High	Brown Barge Middle
Tate High	Ferry Pass Middle
Washington High	Ransom Middle
West Florida High School of Advanced Technology	Ernest Ward Middle
	Warrington Middle
	Workman Middle

VIII. SPECIFICATIONS AND PRICING.

Responder shall list all products being offered and the total price for each item. Pricing is all-inclusive: product and delivery to school site.

ITEM #1. PIZZA FRESHLY PREPARED:

Products are to be locally prepared in an established retail store/restaurant recognizable to students and school staff. Responders may offer a variety of pizza toppings. (ex. Cheese, Pepperoni, Meat Lovers)

Pizza shall be delivered to the schools within fifteen (15) minutes after being taken from the oven, and such arrival shall coincide with the school's established lunch periods.

The successful Responder(s) shall be responsible to provide insulated bags, boxes, etc., to assure a fresh hot pizza is delivered to the school. Any cold or reheated pizza shall be refused. Pizza slices should be cut of equal size in order to satisfy student customer nutritional guidelines; smaller than equal size slices will be rejected and returned for full credit.

AVERAGE DAILY SALES PROJECTIONS:

Sales	Pizza Range
Bailey Middle	100 - 150
Bellview Middle	50 - 75
Beulah Middle	50 - 75
Brown Barge	50 - 100
Ernest Ward	50 - 100
Escambia High	50 - 75
Ferry Pass Middle	50 - 75
Northview High	50 - 100
Pensacola High	50 - 75
Pine Forest High	50 - 100
Ransom Middle	75 - 125
Tate High	200 - 250
Washington High	50 - 100
West FL Tech	150 - 200
Warrington Middle	25 - 50
Workman Middle	50 - 75

VIII. SPECIFICATIONS AND PRICING.

These projections are for planning purposes only, and actual sales may vary. It shall be incumbent upon the successful Responder to provide a product for the duration of the Agreement which is identical to the product sampled and accepted in the student taste test.

These projections are based upon an eight (8)-cut pie, with a minimum diameter of 14". Please indicate any deviations from this.

All a la carte pizzas must meet specific nutritional guidelines explained below. Each pizza slice must contain: (Responder shall provide specification sheet(s) for items offered)

- Less than or equal to 350 calories
- Less than or equal to 480 mg of sodium
- No more than 35% of calories from total fat
- No more than 10% of calories from saturated fat
- Zero grams of trans fat
- No more than 35% of weight from total sugars
- Whole Grain Rich (51%) Whole Grains

APPROVED BRANDS:

**Dominoes, Smart Slice
Pizza Hut, A+ Pizza**

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

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

VIII. SPECIFICATIONS AND PRICING.

**Place an X by each school you will be able to serve pizza, if awarded:
Refer to Attachment J for Addresses.**

Bailey Middle	
Bellview Middle	
Beulah Middle	
Brown Barge	
Ernest Ward	
Escambia High	
Ferry Pass Middle	
Northview High	
Pensacola High	
Pine Forest High	
Ransom Middle	
Tate High	
Warrington Middle	
Washington High	
West FL Tech High	
Workman Middle	

VIII. SPECIFICATIONS AND PRICING.

ITEM #2, CHICKEN SANDWICHES:

Products are to be locally prepared in an established retail store/restaurant recognizable to students and school staff.

The successful vendor(s) shall be responsible to provide insulated bags, boxes, etc., to assure fresh hot sandwiches are delivered to the school. Any cold or reheated sandwiches shall be refused.

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

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

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

APPROVED SPECIFICATIONS: Responder shall provide specification sheet(s) for items offered.

- Less than or equal to 350 calories
- Less than or equal to 480 mg of sodium
- No more than 35% of calories from total fat
- No more than 10% of calories from saturated fat
- Zero grams of trans fat
- No more than 35% of weight from total sugars
- Whole grain rich bun (51% Whole Grain)

VIII. SPECIFICATIONS AND PRICING.

AVERAGE DAILY SALES PROJECTIONS:

Sales	Chicken Range
Bailey Middle	25
Bellview Middle	25
Beulah Middle	25
Brown Barge	25
Ernest Ward	25
Escambia High	50
Ferry Pass Middle	25
Northview High	25
Pensacola High	25
Pine Forest High	25
Ransom Middle	50
Tate High	75
Washington High	25
West FL Tech	75
Warrington Middle	25
Workman Middle	25

These projections are for planning purposes only. Actual sales may vary. It shall be incumbent upon the successful Responder to provide a product for the duration of the Agreement which is identical to the product sampled and accepted in the student taste test.

APPROVED BRANDS:

Chick-Fill-A

List all available products, meeting specifications and guidelines, that you are offering. This list should include type of sandwich. Please provide the sandwich and delivered price for each item.

List: Sandwich ingredients, bread, etc.	Price Each

VIII. SPECIFICATIONS AND PRICING.

**Place an X by each school you will be able to serve chicken sandwiches, if awarded:
Refer to Attachment J for Addresses.**

Bailey Middle	
Bellview Middle	
Beulah Middle	
Brown Barge	
Ernest Ward	
Escambia High	
Ferry Pass Middle	
Northview High	
Pensacola High	
Pine Forest High	
Ransom Middle	
Tate High	
Warrington Middle	
Washington High	
West FL Tech High	
Workman 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 _____

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM P-002
Reference Release Form

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

give the Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that:
- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Vendor's Authorized Representative

Date

Title

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

Signature of Authorized Sponsor Representative

Date

NON-COLLUSION AFFIDAVIT

State of _____

Contract/RFP No. _____

County of _____

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

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

I state that:

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

I state that _____
(Name of the Company)

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

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20__

NOTARY PUBLIC

My commission expires: _____

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM -ATTACHMENT F

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
 - 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
- D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

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

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

Approved:



Initials of Each Signatory:

 Ellen D. Odom
 General Counsel
 Escambia County School Board
 75 North Pace Blvd.
 Pensacola, FL 32505
 04/05/21

Florida Statutes
287.135

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Company Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Company Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Print Name and Title: _____

State of Florida
Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or School Board of Escambia County (SBEC). ECSD or SBEC may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or SBEC. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or SBEC and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of , or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

SCHOOL COST CENTER AND CONTACT LIST 2020-2021

ATTACHMENT J

The Food Services Central Office is located at 100 E. Texar, Pensacola, FL 32503, main phone number: (850) 469-5625.

Cost Center	SCHOOL / ADDRESS	CAFETERIA MANAGER /PHONE NUMBER
1221	BAILEY MIDDLE 4110 Bauer Road, Pensacola, FL 32506	Kathleen Raughton, Cafeteria Manager Phone: 492-0975
0051	BELLVIEW MIDDLE 6201 Mobile Hwy, Pensacola, FL 32526	Vickie Grant, Cafeteria Manager Phone: 941-6094
0061	BEULAH MIDDLE 6001 W. Nine Mile Rd, Pensacola, FL 32526	Debbie Buttitta, Cafeteria Manager Phone: 316-3866
0671	BROWN BARGE MIDDLE 201 E. Hancock Lane, Pensacola, FL 32503	Seann Ryan, Asst. Cafeteria Manager Phone: 494-5646
0281	ESCAMBIA HIGH 1310 North 65 th Avenue, Pensacola, FL 32506	Janet Williams, Cafeteria Manager Phone: 453-7454
0541	ERNEST WARD MIDDLE 7650 Highway 97, Walnut Hill, FL 2568	Susie Steadham, Cafeteria Manager Phone: 327-4685
0301	FERRY PASS MIDDLE 8355 Yancey Avenue, Pensacola, FL 32503	Na'Keil Lovelace, Cafeteria Manager Phone: 494-5654
1231	NORTHVIEW HIGH 4100 West Highway 4, Bratt, FL 32535	Regina Hare, Cafeteria Manager Phone: 327-4503
0411	PENSACOLA HIGH SCHOOL 500 West Maxwell Street, Pensacola, FL 32503	Carolyn Sparks, Cafeteria Manager Phone: 595-1523
0862	PINE FOREST HIGH 2500 Longleaf Drive, Pensacola, FL 32526	Cumi Thompson, Cafeteria Manager Phone: 941-6160
0221	RANSOM MIDDLE 1000 W. Kingsfield Road, Cantonment FL 32533	TBD, Cafeteria Manager Phone: 937-2237
0521	TATE HIGH 1717 Tate Road, Gonzalez, FL 32560	Jon Blim, Cafeteria Manager Phone: 937-2323
0561	WARRINGTON MIDDLE 450 South Old Corry Road, Pensacola, FL 32507	TBD, Cafeteria Manager Phone: 453-7440 ext. 236
0951	WASHINGTON HIGH 6000 College Blvd., Pensacola, FL 32504	Dianna Weekley, Cafeteria Manager Phone: 494-5679
1251	WEST FLORIDA HIGH OF ADVANCED TECHNOLOGY 150 East Burgess Rd., Pensacola, FL 32503	Kathleen Hebert, Cafeteria Manager Phone: 941-6200 ext. 2174
0601	WORKMAN MIDDLE 6299 Lanier Drive, Pensacola, FL 32504	Sharon Horne, Cafeteria Manager Phone: 494-5669