



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:
June 23, 2015

PURCHASING CONTACT & TELEPHONE:
**Allison Watson (850) 469-6210
awatson@escambia.k12.fl.us**

RFP TITLE:
**Automatic Dishwashing Dispenser System
and Cleaning Detergents**

RFP NUMBER:
153502

RFP OPENING DATE & TIME: **Wednesday, July 15, 2015 1:30 P.M. 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 North 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 Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

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

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. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The Escambia County School District (the District) is soliciting proposals for a five (5) year agreement for the supply and servicing of automatic dishwashing dispenser systems and the cleaning and sanitizing supply requirements of school cafeterias. The quantities listed herein are estimated based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated quantities. However, the District reserves the right to reduce the quantities and/or purchase additional quantities at the contract price at any time during the agreement.

The initial term shall begin upon School Board approval on August 20, 2015 through August 19, 2016 with four (4) one-year renewal periods to begin on August 20. Either party can cancel the contract without reason at the end of each contract year. **Cancellation must be in writing and received 90 calendar days prior to the end of each contract year.** Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. All pricing/rate schedules proposed herein shall be firm through the first year of the contract. For successive renewal year(s), Responder may request an increase equal to the allowable increase in the School Food Lunch Reimbursement program, using the index in effect at the time of the request. The request must be submitted in writing to the Purchasing Department ninety (90) calendar days prior to August 20 of each renewal year. If Responder can prove economic conditions warrant a greater increase with supporting supplier invoices and other documentation of Responder cost increase, the request will be subject to review and negotiation. The approval of any price increase will be determined solely by the District. If the District agrees to the price increase, the contract will be renewed for an additional one (1) year period at the new pricing with all other terms and conditions remaining unchanged.

If bidding a brand and/or product OTHER THAN AS SPECIFIED, SAMPLES ARE REQUIRED. **Please make a notation in the comments section if you are sending a sample. If you bid a product that is not preapproved in this RFP, you must send a sample for review by Thursday, July 2, 2015, 12:00 PM, CST. Failure to send a sample and required documentation when offering an alternate product shall result in your proposal being determined as "non-responsive" for that item.** Samples should be clearly labeled "SAMPLES FOR RFP NUMBER #153502. If you plan to send samples, contact the Escambia County School District Purchasing Office by email to: 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. The location to ship the samples will be noted on the form.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder 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 retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure

provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- 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 Responder will take all necessary action, at Responder'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 Responder'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 Responder 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 proposal 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 thirty-six (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 solicitation, 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 (5%) 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 Responder 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 (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-

free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by 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 (2) 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 Responder 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. Responders 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, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received 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 (7) 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 solicitation. 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 (5) 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 <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. 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 (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation 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. **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. **EMPLOYEE SCREENINGS:** If services are to be provided when District students are present, or the Responder will have access to District funds, or the Responder will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder 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 District in advance

of the Responder providing any services on campus while students are present. The Responder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder 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 Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Responder agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- B. RISK MANAGEMENT PROVISIONS:** Anything in the foregoing Articles to the contrary notwithstanding, each Responder thereof hereby agrees to:
1. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT:** 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 Responder (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 Responder 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 Responder.
 2. **REQUIRED INSURANCE:**
 - a. 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 Responder 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 forty-five (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.
 - b. If this agreement involves performance by officers, employees, agents or sub-contractors of the Responder, the Responder 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.

- C. **CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- D. **THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this agreement. The Responder's relationship to the District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

- E. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- F. **GOVERNING LAWS:** This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- G. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement or such longer period as required by law.
- H. **FLORIDA'S PUBLIC RECORDS LAW:** Responder shall comply with Florida's Public Records Law. Specifically, Respondent 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 Respondent 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 Statutes., 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 Responder 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 Responder to comply with the provisions set forth shall constitute a default and breach.

- I. **EX PARTE COMMUNICATION:** Ex parte communication, whether verbal or written, by any potential Responders 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' proposal.

Ex parte communication (whether verbal or written) by any potential Responders 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 vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the solicitation.

- J. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- K. **INVOICES, STATEMENTS, AND PAYMENT:** Itemized invoices for the purchases made by each school 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:

1. **SCHOOL LISTS:** Lists of all school cafeterias and their code numbers will be provided to the successful Responder upon award of the proposal.
2. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All delivery receipts, packing slips, and invoices 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:
 - a. Two (2) copies (original and one (1) carbon) left with manager at the time of delivery.
 - b. One (1) copy returned to vendor.
 - c. Cafeteria Code Numbers must appear on all delivery receipts, packing slips, and invoices.
 - d. The vendor shall forward on a weekly basis signed invoices directly to the Food Services Accounting Office. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the cafeteria manager. As an acceptable alternative, vendors may bill by statements only, providing that the invoice numbers appear on each school cafeteria statement. Under normal conditions, payment may be expected within ten (10) days after the invoices/statements are received in the Food Service Accounting Office.
 - e. The vendor shall provide a weekly spreadsheet or list summarizing the purchases for the week by item for all schools. The list shall contain the following information: item description, quantity (combined quantity for all schools), unit cost, and extended total. The total of this list

shall agree with the total in the list refer to in Paragraph f below. Vendor must submit a sample of this spreadsheet with the proposal for District approval. The District reserves the right to accept vendor's spreadsheet or provide the vendor with a format designed by the District.

- f. The vendor shall provide a weekly spreadsheet or list summarizing the purchases by school for all items. The list shall contain the cafeteria cost code, school name, invoice number(s), and the invoice amount. The total of this list shall agree with the total in the list refer to in Paragraph e above. Vendor must submit a sample of this spreadsheet with their proposal for District approval. The District reserves the right to accept vendor's spreadsheet or provide the vendor with a format designed by the District.
- g. If for any reason it is necessary to make a change on the delivery ticket (invoices), make an additional charge or credit memorandum, the following procedures shall apply:
 - i. All cancellations or merchandise returns must be recorded by the driver on all three (3) copies of the invoices or "pick-up tickets" and these copies should be distributed as follows:

Two (2) copies left with cafeteria manager at time of pick-up
One (1) copy returned to vendor
 - ii. All credit memorandums necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately and supported by descriptive information.
- h. Do not mail information to individual schools. Except for the school's two (2) copies of the delivery receipts, packing slips, and invoices, all other information shall be mailed or e-mailed to the School Food Service Accounting Office. The email address will be provided to the successful vendor upon award of proposal.

Invoices sent by mail should be addressed as

follows: School District of Escambia County
Food Service Accounting – Room 216
75 North Pace Blvd.
Pensacola, FL 32505

L. MISCELLANEOUS:

1. The District will not be liable for any cost incurred in the preparation of proposals.
2. The submission of a proposal shall be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The Responder shall furnish the District such additional information as the District may reasonably require.
4. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
5. The District reserves the right to reject any and all proposals, and the right, in its sole

discretion, to accept the proposal it considers most favorable to the District's interests. The District further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.

6. The District reserves the right to waive any of the conditions or criteria set forth in this Request for Proposal.
 7. The contract cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.
- M. **PRICE ESCALATION:** All pricing and rate schedules proposed herein shall be firm through August 19, 2016. Responder may request an increase equal to the allowable increase in the School Food Lunch Reimbursement program, using the index in effect at the time of the request. The request must be submitted in writing to the Purchasing Department ninety (90) calendar days prior to August 20 of each renewal year. If Responder can prove economic conditions warrant a greater increase with supporting supplier invoices and other documentation of Responder cost increase, the request will be subject to review and negotiation. The approval of any price increase will be determined solely by the District.
- N. **BUSINESS LICENSE AND BONDING:** Responders shall be licensed and bonded in the State of Florida. Responders shall include a copy of their Florida business license with their proposal response.
- O. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (this 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) must be returned when bidding.** The signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
 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 proposal document or attached enclosures. Any difference or failure to include bid 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 items offered in the Specifications and Pricing Section and/or if offering alternate items.
 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 proposal.
- P. **ORDER PLACEMENT PROCEDURES:** All orders will be placed directly with the successful Responder or his agent/broker by the individual school or Food Service agent as directed by the Food Services Department.
- Q. **DELIVERY PROCEDURES AND INFORMATION:** Deliveries shall be made to each school at a time that is convenient for cafeteria operations.
1. Deliveries shall be made between 6:00 a.m. and 10:00 a.m.
 2. Vendor must provide a substitute product in the event of an out of stock item with prices being

the same or less than the original product requested. Once a product has been ordered, non-delivery of the product or an acceptable substitute will be acceptable.

3. If vendor is unable to deliver any or all of an order, one (1) working day notice shall be given. Items ordered, but not delivered, will be purchased from other sources with the difference in price between the proposal price and price paid to be deducted from the awarded Responder's subsequent invoices.

R. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this bid, by signing this bid document, 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. PROJECT OBJECTIVES The key objective of this project include is to:

- To supply and service automatic dishwashing dispenser systems to include cleaning and sanitizing supply requirements for school cafeterias.

V. SCOPE OF WORK OR SERVICES

The District invites proposals from qualified firms experienced in providing and servicing automatic dishwashing dispenser systems. The District will enter into a five (5) year agreement to be renewed annually upon mutual consent and approval by the School Board. The initial agreement will be effective starting August 20, 2015 to July 31, 2016. The Responder shall provide the following services:

- Furnish, install, and service both electrical injectors for dishwasher and pot wash detergent dispensers for all school cafeterias in Escambia County. Installation cost(s) shall be borne by the successful Responder. Dispensing equipment must conform to all state and local codes for electrical and plumbing installations. In the event that the successful Responder recommends installation of dispensing equipment which requires removal of the District's swing arm faucets, this procedure must be approved by both the School Food Services Office and the District's Maintenance Department prior to removal. District faucets shall be packaged by District Plumbing Shop personnel and stored for future use.
- If needed, within thirty (30) days from the contract start date, Responder shall have all dispensing equipment installed and operating in each school by the first day of the school year during the agreement.
- If needed, within thirty (30) days from the contract start date, Responder shall have an adequate initial supply of product in each school by the first day of the school year during the agreement.
- The successful Responder, when installing his dispensers on dishwashers, shall not drill more holes in the machines, but utilize the existing holes in the dishmachine's housing and water lines.
- Submit complete specifications on all dispensing equipment with proposal.
- Make all repairs, adjustments, and replacements of these dispensers throughout the school year, servicing/inspecting all units on a routine schedule of not less than every four (4) weeks during the school calendar year.
- Coordinate with the District Maintenance Department installation of dispensing equipment.
- Provide instructions incorporating film and machine demonstration to manager and employees when called upon to do so.
- Furnish operating charts with full instructions posted at the dishwashing machine. The Responder shall submit an example of such operating charts with the proposal.

VI. SPECIFICATIONS AND PRICING: UNIT PRICE SHALL BE ALL INCLUSIVE: PRODUCT, SHIPPING AND HANDLING, ETC.

Item:	Qty:	Unit:	Description:	Unit Price:	Total Price:
1.	2,000	gallon	<p>DETERGENT, MACHINE DISHWASHING LIQUID (0701050)</p> <p>The product offered shall meet all of the specifications below for machine dishwashing detergents to cover water hardness of 3-15 grains per gallon. The product shall be packed in containers which are impervious to moisture. To be delivered to all schools with dishwashing machines on an as needed basis. Product shall be non-abrasive cleaning material suitable for use in mechanical dishwashing machines of the spray type. Product shall be free flowing powder, granular, beaded or liquid type. The product shall be completely soluble in distilled water in concentration up to 1% at a temperature of 80°F. The product when used as recommended by the seller, shall give dishwashing results which are satisfactory as judged by the School Food Services Office. The product shall incorporate wetting agent allowing it to be used as a pre-soaking and de-tarnishing agent for silverware. The product shall be free rinsing and contain no chlorine. To combat staining of plastic ware, a chlorine solution of not less than 5.25% shall be furnished separately from the detergent. Dispensing equipment shall have the capability to dispense the chlorine solution at the discretion of the cafeteria manager or contractor's representative. This service shall be provided at no additional cost to the cafeteria. The pH of a 1% solution of the product in distilled water should fall within the following ranges: 12.3 and 12.7. Each container shall be plainly marked with the name of the product, the net weight, and the name of the manufacturer. In addition, each container shall have a label displaying complete instructions for use, information related to health hazards posed by the product, and emergency procedures related to medical treatment.</p> <p>To be delivered in 5 or 10 gallon drums. If bidding a brand and product number other than as specified, bidder must submit a five (5) pound or one (1) gallon sample. Along with the sample, the following additional information must be furnished with the bid in order to be considered.</p> <ol style="list-style-type: none"> 1. The ph value of a 1% solution of product in distilled water _____ 2. The percentage of available chlorine _____ 3. The percentage of phosphate as P₂O₅ _____ 4. The percentage of carbonate as CO₂ _____ 5. The percentage of silicate as SiO₂. _____ 6. Total Alkalinity as Na₂O _____ 		

Item:	Qty:	Unit:	Description:	Unit Price:	Total Price:
			<p>7. The quantity of powder by weight, or liquid by volume, required to charge a 20 gallon tank with a water hardness of 15 grains.* _____oz. Information regarding the quantity required to charge a 20 gallon tank, shall also be contained on the label information affixed to the product container by the manufacturer.</p> <p>8. With normal continuous use how much detergent is required, in addition to initial charge, to clean dishes for an hour under continuous machine operation: _____oz.</p> <p>*Product must be approved by NSF, USDA and/or FDA for use in commercial dishwashers.</p> <p><u>Approved Brands:</u> "Preferred" by Wyandotte Chemi "Defome" by DuBois Chemical Corp "Concentrate" by Crain "Dishmachine" by Auto-Chlor</p> <hr/> Brand/Packed By _____ Container Size _____ Containers Per Case _____ Comments:		
2.	2,000	gallon	<p>DETERGENT, MACHINE DISHWASHING LIQUID, LOW TEMP (0701055)</p> <p>The product shall be packed in containers which are impervious to moisture. The product is a general purpose, low-foaming, heavy-duty detergent for low-temp dishwashing. Product should contain concentration of builders and surfactants for fast, efficient soil removal. To be delivered to all schools with dishwashing machines on an as needed basis. Product shall be non-abrasive, biodegradable liquid concentrate material suitable for use in mechanical dishwashing machines of the spray type. Each container shall be plainly marked with the name of the product, the net weight, and the name of the manufacturer. In addition, each container shall have a label giving complete instructions for use, information related to health hazards posed by the product, and emergency procedures related to medical treatment. Prefer product packed 4/1 gallon case.</p> <p>Product must be approved by NSF, USDA and/or FDA for use in commercial dishwashers.</p>		

Item:	Qty:	Unit:	Description:	Unit Price:	Total Price:
			<u>Approved Brands:</u> Auto-Chlor # 147 _____ Brand/Packed By Container Size _____ Containers Per Case _____ Comments:		
3.	2,000	gallon	<p>HAND DISHWASHING AND POT/PAN WASHING DETERGENT LIQUID CONCENTRATE (0700990) Products offered shall meet all specifications below for hand dishwashing detergents. The containers shall be drum. To be delivered as needed to all schools. Shall be delivered in intervals of four (4) weeks to each school site. Equipment to be installed on sink to proportionately dispense liquid direct from container. Dispenser shall be separated from fresh water swing spout and protected with a vacuum breaker. A selector device shall be provided. If not pre-approved, a sample of such equipment shall accompany bid.</p> <ul style="list-style-type: none"> A. The product shall prevent formation of lime film. B. The product shall be non-irritating to hands, with the PH value of 6.5 - 8.0 (state PH value on container). C. The product shall be designed for use in the soft or hard water areas, i.e., areas where water hardness ranges from 0-15 grains per gallon. D. The product, when used as recommended by the seller, shall give dishwashing results which are satisfactory as judged by the school cafeteria manager. E. The product shall incorporate a wetting agent thus allowing free rinsing. F. Possess no objectionable odor. Preferable mildly perfumed. G. Product shall be completely soluble in all proportions in normal soft and hard water. H. Each container shall be plainly marked with the name of the product, the net weight, and the name of the manufacturer. In addition, each container shall have a label giving complete instructions for use, information related to health hazards posed by your product, and emergency procedures related to medical treatment <p>Fifteen (15) gallon drum.</p>		

Item:	Qty:	Unit:	Description:	Unit Price:	Total Price:
			<u>Approved Brands:</u> Auto-Chlor Ultra Lemon Suds # 875 _____ Brand/Packed By Container Size _____ Containers Per Case _____ Comments:		
4.	900	gallon	DRYING AGENT LIQUID (0700980) High active, ultra-concentrated rinse additive contains conditioning agents to produce spot free dishware in adverse water conditions by rapid dispersal and sheeting of rinse water from dishwashing machine dispensers. Dispensed via electrical injector (hydraulic dispensers unacceptable). For delivery to all schools with dishwashing machines <u>Approved Brands:</u> Auto Chlor # 206 _____ Brand/Packed By Container Size _____ Containers Per Case _____ Comments:		
5.	200	gallon	QUATERNARY AMMONIUM SANITIZER DISINFECTANT, DEODORIZER CONCENTRATE (0701030) A no-rinse highly concentrated quaternary ammonium chloride solution for sanitizing dinnerware, glasses and utensils as well as equipment, cutting boards, floors, tables and countertops. Biodegradable, EPA registered and compliant with all municipal health codes. <u>Approved Brands:</u> Auto Chlor Ultra Solution. QA # 877 _____ Brand/Packed By Container Size _____ Containers Per Case _____ Comments:		

Item:	Qty:	Unit:	Description:	Unit Price:	Total Price:
6.	200	gallon	<p>DEGREASER (0315238) For removing grease and greasy accumulations, even hardened grease from kitchen equipment. Blend of organic solvents and surfactants in an alkaline solution. Provides instant penetration along with thorough emulsification of grease and oil.</p> <p><u>Approved Brands:</u> Auto Chlor D-Greaser # 422</p> <hr/> <p>Brand/Packed By _____</p> <p>Container Size _____</p> <p>Containers Per Case _____</p> <p>Comments:</p>		

VII. PREPARATION AND SUBMISSION REQUIREMENTS

It is the practice of The School District of Escambia County, Florida, to evaluate all responses to Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute S286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute Chapter 119, as such any information sent to the District is being sent into the public domain. No action on the part of the Responder would create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential responders exclude from their response any information that, in their judgment, may be considered a trade secret.

PROPOSAL MUST INCLUDE AND BE IN THE FORMAT AS FOLLOWS: (Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.)

TITLE PAGE indicating "AUTOMATIC DISHWASHING DISPENSER SYSTEM AND CLEANING DETERGENTS" and showing the name and address of the firm as well as the contact person for the firm, a phone number, and an email address.

TABLE OF CONTENTS including a clear identification of the material by section and by page number.

SIGNED LETTER OF TRANSMITTAL giving the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers. The Letter will also include an express agreement to meet the performance specifications in this Request for Proposal and a positive commitment to meet indicated deadlines. Include reference to the cost quotation, to be provided in a sealed envelope. Fees shall not be disclosed elsewhere in your proposal.

REQUIRED RESPONSE FORM (Page 1 - 28) with all required information completed, and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

NARRATIVE addressing each of the points outlined in Section V, in proper sequence as well as ALL items listed in Section VII.

DRUG FREE WORKPLACE form signed (if applicable see page 23).

U.S. DEPARTMENT OF AGRICULTURE – SIGNED CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FORM (see pages 24 and 25).

FORM P-002 REFERENCE RELEASE FORM (see page 26)

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (see page 27)

NON-COLLUSION AFFIDAVIT (see page 28)

Provide in a separate sealed envelope your firm's cost quotation for the services described in Section V, Scope of Work or Services above. Please print on this envelope the words "AUTOMATIC DISHWASHING DISPENSER SYSTEM AND CLEANING DETERGENTS COST QUOTATION" followed by your firm's name.

All inquiries concerning this RFP shall be submitted in writing via fax, email or mail no later than 12:00 p.m., Central Time, Tuesday, June 30, 2015. Responses and/or any needed Addenda to this RFP will be posted to the ECSD's Purchasing Website <http://ecsd-fl.schoolloop.com/purchasing/bids> by 5:00 p.m., Central Time, July 2, 2015.

Please forward any inquiries to:

Allison Watson
Senior Purchasing Agent
Purchasing Department
Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505
Telephone: 850-469-6210 Fax: 850-469-6271
Email: awatson@escambia.k12.fl.us

For the Escambia County School District to ensure equal treatment of all participating vendors, the above named individual is Escambia County School District'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 subjected to disqualification from participating in this solicitation.

One (1) original, plus one (1) copies of your proposal, in a sealed package shall be delivered to:

Purchasing Department
Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505

Tag: AUTOMATIC DISHWASHING DISPENSER SYSTEM AND CLEANING DETERGENTS - RFP #153502

VIII. PROPOSAL FORMAT AND EVALUATION CRITERIA In order to maintain comparability and enhance the review process, it is required that the Narrative portion of all proposals be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive at the sole discretion of the District. The number of points in parenthesis is the total potential points for award.

A. COMPANY BACKGROUND (40 Points). Please give a brief company biography (two (2) Pages Maximum), including:

1. Years in business for dishwashing dispenser systems.
2. Number of employees.
3. Business focus, by product or service, and by geographical region.
4. Short history about how the company has developed.
5. Currents sales, income, or net worth.
6. General information on Parent company or ownership.
7. Location of Corporate headquarters, and number of branch offices.
8. Location of the office from which the work for the District would be performed.
9. What makes your firm unique?

PERSONNEL ASSIGNED. Provide a detailed resume' for all inside representatives designated to the District account. Include a copy of professional certifications and licenses.

REFERENCES. Provide a list of at least three (3) references (educational/institutional clients preferred), in which you have provided similar services as proposed in this RFP. Include, client name, client address, contact name, and phone number (and email address if available). These references may be contacted and asked questions by the District relative to your performance.

B. COST / RATE SCHEDULE (60 Points). Provide with your proposal in a separate sealed envelope, your Cost Quotation for the services described in Section V- Scope of Work or Services and Section VI- Pricing and Specifications above. No pricing will be given consideration until all proposals are evaluated based on qualification items A above. The proposal from the highest ranked firm(s) may be subject to negotiation. Final acceptance shall be upon approval by the School Board.

Firms are requested to quote an annual lump sum price for work outlined in Section V- Scope of Work or Services in this RFP inclusive of all expenses.

Points will be awarded based on the responses in each proposal received. Lack of a response for any item above will receive (0) zero points for that item and deducted from the maximum total points. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee shall be solely responsible for determining the weight if any such information will be assigned.

IX. TIME SCHEDULE The anticipated schedule for this RFP and contract awarded is as follows:

Tuesday, June 23, 2015, RFP Distribution

Tuesday, June 30, 2015, at 12:00 p.m. CST, Deadline for Questions

Thursday, July 2, 2015, by 5:00 p.m. CST, Answers to Questions posted / Final Addendum Issued (if applicable)

Thursday, July 2, 2015 by 12:00 p.m. CST, Samples for Alternate Products for Evaluation are due.

Wednesday, July 15, 2015, at 1:30 p.m. CST, Proposal Opening

Wednesday, July 22, 2015, at 9:00 a.m. CST, Proposal Evaluation

On or about Wednesday, August 5, 2015, Finalize School Board Agenda Item / Post Award Recommendation

Tuesday, August 18, 2015, Board Approval - Contract Award Date

No earlier than Thursday, August 20, 2015, Contract Commencement Date

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

X. EVALUATION AND AWARD

A. PROPOSAL EVALUATION PROCESS: Proposals are received and publicly opened. Only names of Responders are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received. The District will not be liable for any costs incurred by the proposer in connection with such interviews (i.e., travel, accommodations, etc.).

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder; or, (3) Allow the top ranked Responders to make oral presentations.

Responders are advised to provide their best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Responders cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responders and to negotiate and execute a Contract with the next-ranked Responders.

The District reserves all rights, in its sole discretion, not to issue an award to any Responders, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.-

**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.

VENDOR'S SIGNATURE

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 bid 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," "bid," 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.

**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 bid.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

FORM P-002
Reference Release Form

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

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

Authorizing Signature: _____

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT, the School District may be used as your reference.

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:	

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 _____

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:
