



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT

POSTING DATE:

August 10, 2022

PURCHASING CONTACT & TELEPHONE:

Allison Watson (850) 469-6120

awatson@ecsdfl.us

BID TITLE:

Miscellaneous Food Items

BID NUMBER:

230202

BID OPENING DATE & TIME **Friday, August 26, 2022, 1:30 PM CST**

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

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 Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE BY AN AUTHORIZED AGENT OF THE BIDDER IS REQUIRED. DIGITAL OR ELECTRONIC 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 BID? SCHOOL DISTRICT WEBSITE BIDNET DEMAND STAR PRIME VENDOR
OTHER (PLEASE SPECIFY _____) MINORITY/DISABLED SERVICE VETERAN SUPPLIER

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

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

This solicitation is for the purchase of miscellaneous food items for use in school cafeterias throughout the District for the period beginning September 21, 2022 and ending April 30, 2023 upon mutual consent of both parties and School Board approval. All terms and conditions, excluding pricing, of this agreement shall be fixed and remain in effect for the entire term of this agreement. Refer to Section VII – Specifications and Pricing regarding price adjustments. The District does not pay fuel adjustment charges. The quantities listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated quantities. However, the District reserves the right to adjust shipment dates, reduce the number of shipments to the Central Warehouse, and/or purchase additional quantities at the agreement price at any time during the agreement period.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this Bid, you must send a sample for review by Friday, August 19, 2022, 12:00 PM, CST. Failure to send a full case quantity sample size in its original packaging and the required documentation when offering an alternate product may result in your Bid being determined “non-responsive” for that item. Unmarked boxes or bags containing loose samples are not accepted. Samples should be clearly labeled “SAMPLE FOR BID NUMBER #230202” If planning to send samples, the form and instructions will be posted on the Purchasing website at <http://ecsd-fl.schoolloop.com/purchasing/bids>. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section II, Paragraph T - Samples and Brand Names on page 5.

QUESTIONS: Due to time constraints, it is recommended that vendors send questions concerning this solicitation by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Monday, August 15, 2022, 12:00 PM, Central Standard Time**. Any changes in the specifications contained in this Bid will be made by Addenda. Any Addenda issued concerning this Bid will be posted on the Purchasing Department’s web pages. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each Bidder 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 concerning this solicitation will be posted by close of business **Tuesday, August 16, 2022**. 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, Director of Purchasing and Business Services
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 Bid. Vendors are expected to utilize this representative for **ALL** Information regarding this Bid. **Vendors who contact any other District employee regarding the subject of this Bid are subject to disqualification from participating in this solicitation.**

II. GENERAL TERMS AND CONDITIONS

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

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

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

- P. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Districts sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bidvalue.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no Bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the ECSD Central Warehouse. The package or envelope will reference the Bid Number, Bid Title, and Bid Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this Bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bid Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore, oral statements given before the Bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <http://ecsdfl.schoolloop.com/purchasing/bids> at least five workdays prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Bid.
- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes. Bid tabulations, recommendations, or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this Bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this Bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your Bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- 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 Bidders to this solicitation with District personnel

involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidder's offer.

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

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

- B. DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages of this solicitation or any of the items listed below may result in your Bid not being accepted.**
1. **The entire Bid document shall be returned (pages 1 – 25).** The signature on the first page must be an original, manual signature – no fax or email documents will be accepted. In the event that the Bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
 2. **Return your original Bid and one (1) copy.** The copy should be a photocopy of your original Bid and there should be no differences in the Bid document or attached enclosures. Any difference or failure to include Bid attachments in both sets may cause your Bid to be rejected. **Please mark copy “COPY.” Bid documents may be printed double-sided with left margin, book-style binding.**
 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. If documents were sent with sample products, they should also be attached with your Bid document.
 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 Bid. Failure to return this form will result in your Bid not being accepted.
 6. **REFERENCE RELEASE FORM (NO. P-002):** 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 Attachment C.
 7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.
 8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.
 9. Copy of Bidder's current business license.
 10. A one-page summary of each Bidder's recall policy and procedures with vendor contact information.
 11. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.

12. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be initialed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
13. **E-VERIFY:** This form (Attachment H) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
- 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>. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update the list 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.

****For Direct Shipments To The Central Warehouse. Background Screening Requirements Do Not Apply.****

- D. **DISCONTINUED/SUBSTITUTE ITEMS:** In the event the producer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the Bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).
- E. **BID QUANTITIES:** Quantities and delivery dates indicated in this Bid are estimates based on prior usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or delete any item or items as it deems appropriate without affecting the Bid pricing or the terms and conditions of the Bid.
- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning September 21, 2022 through April 30, 2023 upon mutual consent of both parties and School Board approval. All terms and conditions, excluding pricing, shall be fixed and remain in effect for the entire term of this agreement. **The District does not pay fuel adjustment charges.**
- G. **EVALUATION CRITERIA:** Bids shall be evaluated by a committee to determine which Bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award will be made using either or both of the following criteria:

Line Item by Low Price: Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list or where an alternate product is Bid, was tested and approved by the District upon receipt of sample as detailed in this solicitation. The District reserves the right to reject any Bid with a minimum shipment requirement; therefore, low Bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District.

Products approved prior to posting of this Bid are listed in the Specifications and Pricing Section (Section VII) for each item.

Award by Lot: Aggregate low price for all line items in a similar, compatible lot may be awarded to one (1) Bidder. For example, spices would be one (1) lot.

'All American' and 'Genuine Florida' meats or meat products shall be granted preference as allowed by Section 287.082, Florida Statutes.

- H. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. **ALTERNATE PRODUCTS:** The District pre-approves products in student taste tests prior to Bid evaluation (see Section II, Paragraph T). Offering any product not listed as approved in this document is an alternate Bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations.
- J. **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.
- K. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this Bid, by signing this Bid, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat.871).
 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part5).
 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter60).
 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 CFR 200.326 Appendix II (F)).

12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part 200(b)].
14. Byrd Anti-Lobbying (2 CFR 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>

- L. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label. Food products should be 100% domestically grown and processed.
- M. **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this bid. If requested, the School District of Escambia County shall be permitted to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed meat items that he has on hand at any time.
- N. **GRADES FOR FOOD:** Grades for foodstuffs are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item.
- O. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- P. **SPECIFICATIONS:** Bids must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a Bid not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the Bid.
- Q. **FEDERAL FOOD, DRUG AND COSMETIC ACT, THE MEAT INSPECTION ACT, AND THE POULTRY PRODUCTS INSPECTION ACT:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and the Poultry Products Inspection Act in effect at the time of delivery.
- R. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your Bid for that item.
- S. **WHOLE GRAIN RICH:** If applicable, where the term “**whole-grain rich**” appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.
- T. **DISTRICT TASTE TEST:** A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in the District menu development. The students will participate in a blind taste test and are given a score sheet to rate each item as acceptable or unacceptable. The test results are tallied and each item is given an approved or unapproved status based on a substantial majority vote. If an item will be used exclusively for a la carte sales, there is an additional question on the score sheet which asks if a student would pay a specified amount for the product. In some instances, new products are tested on the reimbursable meal line and approval is based on verbal student feedback and/or sales.
- U. **SAMPLE REQUIREMENTS:** Samples are required under the circumstances listed below.
1. The products offered have not been previously approved by the District.
 2. The District may request samples of products for review that have been approved and purchased previously for the following reasons:

- a. School Cafeteria Managers indicate there has been a decrease in product quality.
- b. Manufacturing firm or process has changed since product was last tested by the District.
- c. More than five (5) years has elapsed since product was last tested.
- d. The Food Services Department wishes to test for any reason.

V. **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.

IV. PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS

A. **ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering on different kinds and sizes of containers and/or number of units in a shipping case.

1. Any alternate packaging offered must be substantially equivalent **and listed as an alternate Bid**.
2. Changes in packaging and packing offered by the bidder must be clearly indicated in their Bid and will be given consideration to the extent deemed consistent with the best interests of the schools.

B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.

C. **LOT IDENTIFICATION:** All lots shall bear the correct commercial label that conforms to the brand being bid.

D. **BRAND/TRADE NAME:** Vendor shall indicate in their bid the brand or trade name by which the product offered is identified.

E. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in his Bid, unless otherwise specifically approved and authorized.

F. **SHIPPING CONTAINERS OVER 25 UP TO 50 POUNDS: The marking of shipping containers packed to more than twenty-five (25) pounds and shall not exceed maximum net weight of fifty (50) pounds as follows:**

1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.
2. The markings shall be located in the following sequence on one end of the container:
 - a. Upper left hand area. The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.
 - b. Upper right hand area. The date of initial certification by the USDA meat grader (month, day, and year). Lot number and box number when product is designated by lot, the numerical entry may be applied with a felt-tip pen, crayon, or pencil.
 - c. Lower left hand area. The applicable grade or selection (U.S. Prime, U.S. Choice, etc.), and Purchase Order (P.O.) Number.
 - d. Lower right hand area. The net weight of product (the numerical entry may be applied with a felt-tip pen, crayon, or pencil).

V. ORDER PLACEMENT AND DELIVERY PROCEDURES

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

B. SHIPPING/RECEIVING REQUIREMENTS:

1. ALL MERCHANDISE OF FIFTY (50) CASE LOTS OR MORE WILL COME PALLETIZED ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 68" FROM BOTTOM OF PALLET TO TOP OF STACK.

Products requiring stacking over 68" high for shipping purposes must have an additional slip sheet placed at the 68" level to facilitate down stacking and storage of product being delivered to Warehouse. Frozen or refrigerated products that require shipping at a height over 68" high cannot exceed 84" which is the height of the receiving dock doors. Shipments of product stacked over 84" will not fit into the Warehouse facility.

2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least twenty-four (24) hours in advance by contacting District Warehouse personnel at (850) 469-5321 / (850) 469-5623 or by email to: whse-receiving@ecsdfl.us

Delivery times for frozen/refrigerated food items and all other commodities are as follows:

Monday-Friday: 7:30 a.m. – 2:30 p.m. Central Standard Time

Delivery must be made directly to the school system's warehouse located at 51 East Texar Drive, Pensacola, Florida 32503, as designated on our purchase orders.

3. All shelf-stable goods delivered to the ECSD Warehouse must, at a minimum, have a shelf life of six (6) months. The Best By Dates must be clearly marked on the side of the boxes or pallets.
4. **NOTE: IF THE ABOVE DELIVERY REQUIREMENTS ARE NOT FOLLOWED AT DELIVERY, SHIPMENTS CAN BE REFUSED AND THE DISTRICT WILL NOT BE LIABLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO SHIPPING OR RESTOCKING FEES.**

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

D. **DESTINATION INSPECTION:** Final acceptance of all products will be by the consignee at the point of delivery. Consignee shall reject:

1. Products that are not identified with the appropriate "USDA Accepted as Specified" stamp.
2. Products that are appropriately identified with that stamp but which have other obvious, major deviations from specification requirements. Products certified by the USDA but which, in the opinion of the consignee, have deviations from the specification requirements which do not materially affect the usability of the product, may be tentatively accepted subject to verification of such deviations by local USDA meat grading personnel. All deviations from the specifications noted at the point of delivery must be reported promptly to local USDA meat grading personnel who are instructed to investigate all such reports without a delay.

- E. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Contractors shall assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/HACCP (Hazard Analysis Critical Control Points) regulations. At destinations, all products shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.
- F. **DELIVERY EQUIPMENT (FROZEN FOOD):** The successful vendor and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. This shall be evident upon its arrival at the District Warehouse. All frozen food items must arrive in a hard frozen state.
- G. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION:** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the District Warehouse manager, the Food Services Staff, the local Health Department, of USDA Health Inspector, been for any reason rendered unfit for human consumption shall be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and/or shows signs of thawing and re-freezing would fall in the above category.

VI. INVOICES, STATEMENTS AND PAYMENT

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

- A. **DELIVERIES MADE BY VENDOR'S OWN CONVEYANCE:** When deliveries are made via the bidder's own conveyance, delivery receipts or packing slips should accompany the merchandise to the warehouse. An original and two (2) copies will be provided the Warehouse Manager (or his authorized representative) who will sign all copies if the shipment is complete and in good order. The Warehouse Manager will retain the original and one (1) copy and provide the vendor with a signed third copy. Should there be any discrepancy, damaged goods, incorrect product, shortages, etc., the vendor's driver will contact his company for permission to correct the delivery receipt or packing slip on the spot, and all discrepancies shall be noted on delivery receipt or packing slip.
- B. **DELIVERIES MADE VIA COMMON CARRIER OR TRUCK:** When the deliveries are made via common carrier or truck, delivery receipts or packing slips must accompany or precede the actual delivery of product to the warehouse manager via the U.S. Mail. In case any product is received with in transit damage, our warehouse manager will have an exception made on the common carrier freight bill and/or delivery receipt regarding the extent of damaged product and forward you a copy of said freight bill or delivery receipt so you may file claim, including refusal of delivery on damaged goods. Our Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc. Barring delays due to unresolved discrepancies, you may expect to receive payment for products within thirty (30) days of our receipt of your invoice.
- C. **INVOICE SUBMISSION:** All invoices and copies of delivery receipts and statements are to be are to be mailed to:

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

Awarded Bidders may contact Accounts Payable at (850) 469-6188 or 469-6192 for approval to use a different method for invoice submission.

- D. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order number and the seven-digit School District item identification number shown in the detail specifications.
- E. **CERTIFICATIONS:** The Bidder is required to certify on each invoice that fresh or frozen domestic beef or pork meets all standards and inspection requirements of State of Florida Statutes.

VII. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (can/box/package/case) size and the number of portions or containers per case. If the number of containers per case is one (1), then state one (1) in the appropriate box. This information must be filled out even if packaging exactly matches the specifications. **See Section III, Special Conditions, Item L for policy on imported products.** Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirement. If you do not list a minimum shipment requirement on this bid and you are awarded that item, the District will not honor minimum ship quantities when orders are placed

The District is sensitive to the current volatile pricing in the food industry. The pricing indicated on this bid shall be in effect for the full term of the agreement with the following conditions:

1. A thirty (30) day written advance notice is required for any price adjustment. Notice shall include the reason for the increase, amount of the increase, items affected, effective date, and documentation to support that an increase has taken effect or is imminent.
2. Orders issued and received by the vendor prior to any announced price increase shall be provided at the original purchase price and not subject to any increases.
3. Any increases will be subject the agreement for review for possible termination, rebidding, and/or re-negotiation.
4. No price adjustment will be considered for ninety (90) days from the effective agreement date (September 21, 2022).
5. If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the District and the awarded vendor, the awarded vendor shall provide the designated Purchasing Agent on page 1, with written justification to continue the pricing adjustment. If the awarded vendor does not provide the quarterly update, the pricing shall revert back to the original pricing submitted by the awarded vendor.

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
1.	100	cs.	<p>PEAS, GREEN, FROZEN (NEW ITEM) U.S. Grade A fancy, fresh frozen, green peas. Packed in a sealed, plastic, inner liner. Packed 20-30 lbs./case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Simple Goodness/Simplot #10071179189251</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup [] Yes [] No</p> <p>Trans Fat _____ grams</p> <p>Estimate based on 30 lbs./case</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>Pack Size _____</p> <p>Packages Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
2.	1500	cs.	<p>FISH STICKS, CORNMEAL CRUST (0515051): Fish sticks, frozen, corn meal coated Pollock sticks. Must be whole grain rich breading. Product not to exceed 260 calories and 400 mg. of sodium per serving. Total fat not to exceed 12 grams. Must contain 0.5 grams or less trans-fat. Minimum of three (3) sticks per serving. One (1) serving must provide two (2) meat/meat alternates and one (1) grain as specified by the Child Nutrition Program. Minimum of 35 servings/10-20 lbs. case.</p> <p><u>Approved Brand(s) or Approved Alternate:</u> Highliner Foods #53126 Channel Fish Gloucester/North Atlantic #325005FO</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p>Estimated quantity based on 20 lbs. per case.</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
3.	400	cs.	<p>FISH PORTION, CORNMEAL CRUSTED (0515030): Fish portion, frozen, cornmeal coated pollock portion. Must be whole grain rich breading. Product must not exceed 200 calories and 350 mg. sodium per portion. Total fat not to exceed eight (8) grams. Must contain 0.5 grams or less trans-fat. One portion must provide two (2) meat/meat alternates and one (1) grain as specified by the Child Nutrition Program. Packed approximately 88 servings/ 20 lb. case.</p> <p><u>Approved Brand(s) or Approved Alternate:</u> Channel Fish #325008D5</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____grams</p> <p>Estimated quantity based on 88 servings per case /20 lb. case</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Portion Size _____</p> <p>Portions Per Case _____</p> <p>Ti and Hi Pallet Case Count _____</p> <p>Comments:</p>			

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a 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

_____ (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 _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

RESPONDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

RESPONDER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

Neither the said RESPONDER 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 RESPONDER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal 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 RESPONDER, firm, or person to fix the price or prices in the attached Proposal or any other RESPONDER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other RESPONDER, 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 RESPONDER 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:

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (ATTACHMENT F)

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a “contractor” as “an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).” To the extent CONTRACTOR fits within the foregoing definition, 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 N. Pace Blvd., Pensacola, FL 32505
05/17/21

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

Form with fields for Respondent Vendor Name, Vendor FEIN, Vendor's Authorized Representative Name and Title, Address, City, State, ZIP, Phone Number, and 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 Escambia County School Board (ECSB). ECSD or ECSB 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 ECSB 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 ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB 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 ECSB 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.

Form with fields for Certified By (AUTHORIZED SIGNATURE), Print Name and Title, and Date.