



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
August 23, 2022

PURCHASING CONTACT & TELEPHONE:
Allison Watson (850) 469-6120
awatson@ecsdf.us

RFP TITLE:
Automatic Dishwashing Dispenser System and Cleaning Detergents

RFP NUMBER:
230502

RFP OPENING DATE & TIME: **Tuesday, September 6, 2022, 1:30 PM CST**

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

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 Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

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

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___) MINORITY/DISABLED SERVICE VETERAN SUPPLIER___

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

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

A. INTRODUCTION

The purpose of this Request For Proposal (RFP) is to solicit sealed proposals to provide servicing for automatic dishwashing dispenser systems and the cleaning and sanitizing supply requirements for school cafeterias. The awarded Responder shall bear all costs needed for the purchase and installation of dispensers. Subsequent purchases of automatic dishwashing supplies shall be on an “as needed” basis. 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. It is the intention of the District to award this solicitation to one (1) vendor.

The initial term shall be effective from October 1, 2022 through September 30, 2023 with four (4) one-year renewal options upon mutual consent of both parties and School Board approval. Either party can cancel the agreement without reason at the end of each contract year. Cancellation must be in writing and received ninety (90) calendar days prior to the end of each contract year. All terms and conditions, excluding pricing, of the agreement shall remain in effect for the entire term (s) of this agreement. Refer to Section IX – Specifications and Pricing regarding price adjustments. The District does not pay fuel adjustment charges.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTS, the Responder must make a notation in the comments section for that item. If you offer a product that is not preapproved in this solicitation, you must send a sample for review by Tuesday, August 30, 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 proposal being determined “non-responsive” for that item. Unmarked boxes or bags containing loose samples are not acceptable. Samples should be clearly labeled” SAMPLE FOR RFP #230502”. If you plan to send samples, the required 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 samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section T - Samples and Brand Names on page 5.

QUESTIONS: Due to time constraints, it is recommended that vendors send questions regarding this RFP in a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Friday, August 26, 2022, 12:00 pm, CST.** Changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Purchasing Department’s web pages. **PRIOR TO SUBMITTING A PROPOSAL,** it shall be the sole responsibility of each Responder to contact the Purchasing Agent or visit the Purchasing Department’s Web pages to determine if any Addenda was issued and to obtain such Addendum. Any addendum and answers to any questions received concerning this RFP will be posted by the close of business on **Tuesday, August 30, 2022.**

The direct link to the Bid/RFP 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 RFP. Vendors are expected to utilize this representative for **ALL** Information regarding this RFP. **Vendors who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.**

B. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder, Vendor, Contractor, or Respondent" 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. The parties agree that jurisdiction for the resolution of any legal issues arising out of this agreement will be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- 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 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 RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by 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 or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no RFP or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the 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 ECSD Central Warehouse. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves

the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 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. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the RFP.**
- 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 RFP.
- BB. **MODIFICATIONS:** Changes to terms and conditions must be in writing and by mutual consent of both parties and School Board approval, if needed.
- CC. **ALTERNATE OFFER:** The School District shall have sole discretion in accepting or rejecting any alternate product offered.

DD. **ALTERNATE PRODUCTS:** The School District pre-approves products prior to proposal evaluations. Offering any product not listed on the approved list at the time of RFP posting is an alternate offer. Responders may offer an equal alternate to the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner listed in Section I, Introduction, page two (2) of this RFP. The District shall have sole discretion in accepting or rejecting submitted alternate products. If approved, the alternate product offered for that item will be added to the approved product list and will be considered for potential award on this RFP.

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

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

1. **The entire RFP document (pages 1 – 34) must be returned when offering.** The signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
2. **Return your original proposal and one (1) copy.** The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. **Please mark copy "COPY." Original and copy documents may be printed double-sided with left margin, book-style binding.**
3. Product specification sheets or certifications must be attached if requested for item in the Specifications and Pricing Section and/or if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
4. **DRUG FREE WORKPLACE:** While it is not required, this form (Attachment A) will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service.
5. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** This form (Attachment B) must be signed and returned with your proposal.
6. **REFERENCE RELEASE FORM:** If not currently doing business with the Escambia County School District, three (3) commercial clients or other School Districts similar to ECSD must be submitted. If doing business with ECSD, the School District may not be used as one of your references. See attached Form Number P-002, (Attachment C).
7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your proposal.
9. **SCHOOL ADDRESS LIST:** This document (Attachment F) provides the location and contacts for the school cafeterias.
10. **ESCAMBIA COUNTY SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment G) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.

11. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment H) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
12. **E-VERIFY:** This form (Attachment I) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
13. **ESCAMBIA COUNTY SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM:** This form (Attachment J) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
14. One (1) page summary regarding recall policy and procedures with vendor contact information.

B. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide 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 these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

C. INSPECTIONS: (IF APPLICABLE): 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 RFP.

D. INCOMPLETE RFP INFORMATION: Failure to submit complete information on an item may prevent consideration of your offer on that item. We must have MDW (Minimum Drained Weight) and/or yield when requested, if applicable.

E. MINIMUMS: The Responder may include a statement regarding minimum order quantities or value affecting final order processing.

F. RFP QUANTITIES: Quantities indicated in this RFP are estimates based on prior year usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.

G. TERM OF AGREEMENT: The initial term of this agreement will be from October 1, 2022 through September 30, 2023 with four (4) additional one-year renewal options upon mutual consent of both parties and School Board approval.

H. BUY AMERICAN PROVISION (IF APPLICABLE): The Child Nutrition Reauthorization Act of 1998 requires schools to purchase to the maximum extent practicable, domestic commodities or products for use in meals served under the National School Lunch (and Breakfast) Program. 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.

I. ADDITIONAL PRODUCTS: Since it is the District's intention to award to one (1) vendor, the District reserves the right to delete or change products during the course of this agreement. Any such change must be within the same scope of products and pricing as the original agreement. Changes will be authorized in writing and signed by both parties. The vendor cannot change products without written authorization from the School Food Services and Purchasing Departments.

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

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Rights to Inventions Made Under a Contract or Agreement (37 CFR 401.2(a)).
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>

IV. PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS

- A. **ALTERNATE PACKAGING.** Mindful of the variance in the kind and size of containers and the number of units in a shipping case commercially available, no Responder is prevented from submitting an offer with a different type and size of container and/or number of units in a shipping case, provided the packaging specified is not available commercially.
- B. Any alternate packaging offered must be substantially equivalent and listed as an alternate offer.

- C. Changes in packaging and packing offered by the Responder must be clearly indicated in your proposal and will be given consideration to the extent deemed consistent with the best interests of the schools.

V. ORDER PLACEMENT AND DELIVERY PROCEDURES

- A. **ORDERING 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.
- B. **DELIVERY PROCEDURES AND INFORMATION:** Deliveries shall be made to each school at a time that is convenient for cafeteria operations.
 - 1. Deliveries shall be made between 6:15 a.m. and 10:00 a.m., Central Standard Time. If delivery is unable to occur at the requested time, the Responder and the Food Services Office must agree, in writing, on the scheduled delivery time.
 - 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, delivery of the product or an approved 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 to the Food Services Department. Items ordered, but not delivered, will be purchased from other sources, with the difference in price between the RFP offered price and price paid to be deducted from the awarded vendor's subsequent invoices.
 - 4. **Under no circumstances is product to be left unattended on a loading dock. All products must be delivered during a time when cafeteria staff is present. This also excludes leaving product with custodial or security staff.** If, on rare occasions, a reason should arise that would make this acceptable to a cafeteria manager, that manager should notify the Food Services Office, in writing, that they have authorized product to be left with non-cafeteria staff.

VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases made will be paid by the District Food Service Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions:

- A. **SCHOOL CAFETERIA LIST:** Refer to Attachment F. The successful vendor may request an updated list at any time by contacting the Food Services Department at 850-469-5625.
- B. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in triplicate; and all three (3) copies must be signed by the cafeteria manager or their authorized representative. The three (3) copies will be distributed as follows and contain the following information:
 - 1. Two (2) copies to be left with the cafeteria manager or authorized representative at the time of delivery.
 - 2. One (1) copy returned to vendor.
- C. School cafeteria cost center numbers must appear on all invoices.
- D. The vendor shall forward on a weekly basis signed invoices directly to the School 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 invoice numbers appear on each school cafeteria statement. Payment may be expected within thirty (30) days after the invoices/statements are received in the Food Service Accounting Office.
- E. If for any reason it is necessary to make a change on the delivery ticket (invoices), the vendor shall make an additional charge or credit memorandum. The following procedures for changes or credits shall be followed:
 - 1. 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:
 - a. Two (2) copies left with the cafeteria manager at time of pick-up.

b. One (1) copies returned to vendor.

2. 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.

Do not mail information to individual schools. Except for the school's two (2) copies of the invoices, all other information shall be mailed or emailed to the District's Food Services Accounting office.

F. **INVOICES AND CREDIT MEMOS:** All invoices and credit memos 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:

1) The vendor shall forward invoices and credit memos, on a weekly basis, by school, directly to the Escambia County School District, School Food Service Accounting Office, 75 North Pace Blvd., Pensacola, FL 32505. The awarded vendor may contact Accounts Payable at (850) 469-6188 or 469-6192 to submit an email for approval to use a different method for invoice submission.

2) 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 statement only, providing that invoice numbers appear on each school cafeteria statement.

3) If it is necessary, for any reason, to make changes on the delivery ticket (invoices), the vendor shall make an additional charge or credit memorandum.

4) All cancellations or merchandise returns must be recorded and signed by the driver on all three (3) copies of the invoices or "Pick-up tickets".

5) The driver will leave two (2) copies with the cafeteria manager or designee at the time of pick up.

6) The driver will retain one (1) copy for the vendor.

All credit claims necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately, and supported by descriptive information.

G. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order number, seven (7) digit School District item identification number shown in the detail specifications, and school cost center number.

VII. SCOPE OF WORK OR SERVICES

The District invites proposals from qualified firms experienced in servicing and providing automatic dishwashing dispenser systems and supplies. 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 October 1, 2022 to September 30, 2023. 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.
- Within thirty (30) days from the contract start date, the successful Responder shall have all dispensing equipment installed and operating in each school.
- Within thirty (30) days from the contract start date, the successful Responder shall have an adequate initial supply of product in each school.

- The successful Responder, when installing his dispensers on dishwashers, shall not drill more holes in the machines, but utilize the existing holes in the dish machine'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. Replacement dispensers shall be at no additional cost to the District.
- Coordinate with the District Maintenance Department for 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 their proposal.

VIII. EVALUATION CRITERIA AND AWARD . The evaluation of proposals by an Evaluation Committee (consisting of representatives of the District Food Services and Purchasing Departments) will be made to ascertain which Responder best meets the needs of the School District. The best responses will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. The Responder that scores the highest total points will be recommended for award.

A. COMPANY PROFILE: (40 pts) Please provide a brief company biography (two (2) pages maximum), to include:

- 1.) Years in business for dishwashing dispenser systems and company ownership.
- 2.) Number of total employees. Indicate number of personnel to be assigned to the School District.
- 3.) Business focus, by product or service, and by geographical region
- 4.) Location of Headquarters and local office(s) which will service the School District account
- 5.) Provide three (3) references (educational/institutional clients preferred) on Form P-002 (Attachment C) in which you have provided similar services as proposed in this RFP.
Past performance may be considered. Please include client name, street address, contact name, phone number, and email address.

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

B. COST/RATE SCHEDULE (60 Points).

Responders are also to provide in a **separate, sealed** envelope a Cost Quotation for the services described in Section VII - Scope of Work or Services and Section IX- Pricing and Specifications. The Cost Quotation must be submitted with the proposal. No pricing will be given consideration until all proposals are evaluated based on qualification items in section A above. Final acceptance shall be upon approval by the School Board.

Responders are requested to quote a monthly service rate inclusive of all services, except dispenser installation and replacement costs, outlined in Section VII - Scope of Work or Services. For Section IX – Specifications and Pricing, Responders shall provide a unit price and total cost for supplies needed.

C. Responders are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. Lack of a response for any item above will receive zero (0) 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.

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

- E. 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.

IX. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate container (gallon) size and the number of gallons 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. 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 RFP and you are awarded that item, the District will not honor minimum ship quantities when orders are placed.

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

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 (October 1, 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.

PLEASE NOTE: Each item has space to indicate container (gallon) size and the number of gallons 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, Paragraph L for policy on imported products, if applicable. Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirement. If you do not list a minimum requirement on your proposal and you are awarded that item, the District will not honor minimum ship quantities when orders are placed. Quantities listed are estimated only. ****When more than one (1) selection for an item, it will be indicated using the term “OR”. Ex. Item 1 or 2. The District may only award one of the items at the quantity listed.****

IX. SPECIFICATIONS AND PRICING: UNIT PRICE SHALL BE ALL INCLUSIVE: PRODUCT, SHIPPING AND HANDLING, ETC.Where there is more than one (1) selection for a product, it will be indicated using the term "OR". The District intends to only award one product and at quantity listed.****

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 offering a brand and product number other than as specified, responder must submit a five (5) pound or one (1) gallon sample. Along with the sample, the following additional information must be furnished with the proposal 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>Accepted Brand(s) or Approved Alternate:</u> "Preferred" by Wyandotte Chemi "Defome" by DuBois Chemical Corp "Concentrate" by Crain "Dishmachine" by Auto-Chlor</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Container Size _____</p> <p>Containers Per Case _____</p> <p>Comments:</p>		
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>Accepted Brand(s) or Approved Alternate:</u> Auto-Chlor # 147 _____ Brand/Packed By Container Size _____ Containers Per Case _____ Comments:		
3.	2,000	gallon	HAND DISHWASHING AND POT/PAN WASHING DETERGENT LIQUID (NEW ITEM) Products offered shall meet all specifications below for hand dishwashing detergents. The containers shall be 4 - 1 Gallon case. To be delivered as needed to all schools at minimum on a regular four (4) week service. 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 your proposal. 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. Preferably mildly perfumed, no strong odor. 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		

Item:	Qty:	Unit:	Description:	Unit Price:	Total Price:
			<p>Accepted Brand(s) or Approved Alternate: No Prior Product Approval. Sample is required.</p> <p>_____</p> <p>Brand/Packed By</p> <p>Container Size _____</p> <p>Containers Per Case _____</p> <p>Comments:</p>		
			<p>“OR”</p>		

4.	2,000	gallon	<p>HAND DISHWASHING AND POT/PAN WASHING DETERGENT LIQUID CONCENTRATE (0700990) Product is a concentrated formula and 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 at minimum on a regular four (4) week service. 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 your proposal.</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. 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. Preferably mildly perfumed, no strong odor. 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 or 8.6 lbs.</p>	Unit Price:	Total Price:
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			<u>Accepted Brand(s) or Approved Alternate:</u> Auto Chlor Ultra Lemon Suds # 875 Buckeye Dysh #BE-5601		
			Brand/Packed By _____ Container Size _____ Containers Per Case _____ Comments:		
5.	200	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>Accepted Brand(s) or Approved Alternate:</u> Auto Chlor # 206 Brand/Packed By _____ Container Size _____ Containers Per Case _____ Comments:	<u>Unit Price:</u>	<u>Total Price:</u>

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>Accepted Brand(s) or Approved Alternate:</u> Auto Chlor D-Greaser # 422</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Container Size _____</p> <p>Containers Per Case _____</p> <p>Comments:</p>		
7.	200	gallon	<p>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. EPA registered and compliant with all municipal health codes.</p> <p><u>Accepted Brand(s) or Approved Alternate:</u> Auto Chlor Ultra Solution QA # 877 Buckeye Sani E2 #BE-5680D</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Container Size _____</p> <p>Containers Per Case _____</p> <p>Comments:</p>		

ATTACHMENT A

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the RFP a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

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

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

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

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

FORM P-002
Reference Release Form

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

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 _____

Contract/RFP No. _____

County of _____

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

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

I state that:

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

I state that _____
(Name of my Firm)

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

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20 _

NOTARY PUBLIC

My commission expires: _____

**ESCAMBIA COUNTY SCHOOL CAFETERIA LIST
FOR 2021-2022 SCHOOL YEAR**

School and Address	Manager	Cost Center
JIM ALLEN ELEMENTARY 1051 Highway 95A North Cantonment, FL 32533	Virginia “Ginjer” Smith , Cafeteria Manager Phone: 937-2271	0031
BAILEY MIDDLE 4110 Bauer Road Pensacola, FL 32506	Kathleen Raughton , Cafeteria Manager Phone: 492-0975 Susan Griffin , Assistant	1221
BELLVIEW ELEMENTARY 4425 Bellview Avenue Pensacola, FL 32526	Jeremy King , Cafeteria Manager Phone: 941-6067 Patricia Comans , Assistant	0051
BELLVIEW MIDDLE 6201 Mobile Highway Pensacola, FL 32526	Vickie Grant , Cafeteria Manager Phone: 941-6094 Pam Vanderver , Assistant	0061
BEULAH ELEMENTARY 6201 Helms Road Pensacola, FL 32526	Lakysa Tolbert , Cafeteria Manager Cafeteria Phone: 941-6187 Jennifer Fajardo , Assistant	0941
BEULAH MIDDLE 6001 West Nine Mile Rd. Pensacola, FL 32526	Debbie Buttitta , Cafeteria Manager Phone: Chie Tellis , Assistant	1291
BLUE ANGELS ELEMENTARY 1551 Dog Track Road Pensacola, FL 32507	Stephanie Bass , Cafeteria Manager Phone: 458-7415 Jill Torstrup , Assistant	1241
BRATT ELEMENTARY 5721 North Highway 99 Century, FL 32535	Camma Waller , Cafeteria Manager Phone: 327-6154 Julie Pierce , Assistant	0101
BRENTWOOD ELEMENTARY 4820 North Palafox Street Pensacola, FL 32505	Ron Mixon , Cafeteria Manager Phone: 595-6805 Larry Lamont , Assistant	0111
BROWN BARGE MIDDLE 201 Hancock Lane Pensacola, FL 32503	Seann Ryan , Assistant Manager Phone: 494-5646 Chandra Gorham , Cafeteria Manager	0671
HELLEN CARO ELEMENTARY 12551 Meadson Road Pensacola, FL 32506	Socorro “GiGi” Deluna Cafeteria Manager Phone: 492-5323 Hiroko Cauthen , Assistant	0021
COOK ELEMENTARY 1310 North 12 th Avenue Pensacola, FL 32503	R. “Ed” Carroll , Cafeteria Manager Phone: 595-6824 Sharon Hall-Johnson , Assistant	0191
CORDOVA PARK ELEMENTARY 2250 Semur Road Pensacola, FL 32503	Loretta Wilson , Assistant Aimee Ault , Cafeteria Manager Phone: 595-6839	0231
ENSLEY ELEMENTARY 501 E. Johnson Avenue Pensacola, FL 32514	Anita Heard , Cafeteria Manager Phone: 494-5602 TBD , Assistant	0271
ESCAMBIA HIGH 1310 North 65 th Avenue Pensacola, FL 32506	Janet Williams , Cafeteria Manager Phone: 453-7454 Grace Miller , Assistant	0281

FERRY PASS ELEMENTARY 8310 North Davis Highway Pensacola, FL 32514	Lela Emerson , Cafeteria Manager Phone: 494-5608 Milton Cooper , Assistant	0291
FERRY PASS MIDDLE 8355 Yancey Avenue Pensacola, FL 32514	Na'Keil Lovelace , Cafeteria Manager Phone: 494-5654 Deborah Peterson , Assistant	0301
GLOBAL LEARNING ACADEMY 100 N. "P" Street Pensacola, FL 32505	Yolanda Hardy , Cafeteria Manager Phone:430-7577 Norm Rogers , Assistant	1281
HOLM ELEMENTARY 6101 Lanier Drive Pensacola, FL 32504	Heather Henderson , Cafeteria Manager Phone: 876-7190 Kattie Rule , Assistant	0602
KINGSFIELD ELEMENTARY 900 West Kingsfield Rd. Cantonment, FL 32533	Lezlie A. McLaughlan , Assistant Phone:937-5213 Talia Henderson , Cafeteria Manager	1311
LINCOLN PARK ELEMENTARY 7600 Kershaw Street Pensacola, FL 32534	Doris "Machelle" Easley , Assistant Phone: 494-5622 Tonja Holland , Cafeteria Manager	0771
LIPSCOMB ELEMENTARY 10200 Ashton Brosnaham Road Pensacola, FL 32534	Sharon Davis , Cafeteria Manager Phone: 494-5723 TBD , Assistant	1201
LONGLEAF ELEMENTARY 2600 Longleaf Drive Pensacola, FL 32526	Sherry Flynn , Cafeteria Manager Phone: 941-6121 TBD , Assistant	0863
MCARTHUR ELEMENTARY 330 East Ten Mile Road Pensacola, FL 32534	Peggy Griffith , Cafeteria Manager Phone: 494-5627 Lisa "Sharleen" Luoma , Assistant	0921
MOLINO PARK ELEMENTARY 899 Highway 97 Molino, FL 32577	Shelly McArthur , Assistant Phone: 587-5039 Virginia "Ginjer" Smith , Cafeteria Manager	1261
MONTCLAIR ELEMENTARY 820 Massachusetts Avenue Pensacola, FL 32505	TBD , Cafeteria Manager Phone: 595-6970 Joyce Quiles , Assistant	0361
MYRTLE GROVE ELEMENTARY 6115 Lillian Highway Pensacola, FL 32506	Althea "Darcy" Carter , Cafeteria Manager Phone: 453-7413 TBD , Assistant	0371
NAVY POINT ELEMENTARY 1321 Patton Drive Pensacola, FL 32507	Ruth Stricker , Cafeteria Manager Phone: 453-7417 TBD , Assistant	0381
NORTHVIEW HIGH 4100 West Highway 4 Bratt, FL 32535	Terry Emmons , Assistant Phone: 327-4503 Susan Steadham , Cafeteria Manager	1231
OAKCREST ELEMENTARY 1820 North Hollywood Blvd. Pensacola,,FL 32505	Toney Moore , Cafeteria Manager Phone: 595-6985 Nettielee Hinds , Assistant	0391

PENSACOLA HIGH 500 West Maxwell Street Pensacola, FL 32501	Carolyn Sparks , Cafeteria Manager Phone: 595-1523 TBD , Assistant	0411
PINE FOREST HIGH 2500 Longleaf Drive Pensacola, FL 32526	Cumi Thompson , Cafeteria Manager Phone: 941-6160 Linda Loring , Assistant	0862
PINE MEADOW ELEMENTARY 10001 Omar Avenue Pensacola, FL 32504	Tonja Holland , Cafeteria Manager Phone: 494-5632 Doris “Machelle” Easley , Assistant	0441
PLEASANT GROVE ELEMENTARY 3000 Owen Bell Lane Pensacola, FL 32507	Jolene Green , Cafeteria Manager Phone: 492-4319 TBD , Assistant	0451
RANSOM MIDDLE 1000 W. Kingsfield Road Cantonment, FL 32533	Talia Henderson , Cafeteria Manager Phone: 937-2237	0221
SCENIC HEIGHTS ELEMENTARY 3801 Cherry Laurel Drive Pensacola, FL 32504	Jan Padula , Cafeteria Manager Phone: 494-5637 Joyce Appel , Assistant	0461
SEMMES ELEMENTARY 1250 Texar Drive Pensacola, FL 32503	R. “Ed” Carroll , Cafeteria Manager Phone: 595-6974 Sharon Hall-Johnson , Assistant	0471
SHERWOOD ELEMENTARY 501 Cherokee Trail Pensacola, FL 32506	Suzanne Berry , Cafeteria Manager Phone: 453-7422 Earnestine Gladden , Assistant	0491
SUTER ELEMENTARY 501 Pickens Ave. Pensacola, FL 32503	Aimee Ault , Cafeteria Manager Phone: 595-6812	0501
TATE HIGH 1771 Tate Road Cantonment, FL 32533	Da’Quarius Britt , Cafeteria Manager Phone: 937-2323 Susan Dunaway , Assistant	0521
E. WARD MIDDLE 7650 Highway 97 Walnut Hill, FL 32568	Susan Steadham , Cafeteria Manager Phone: 327-4685 Terry Emmons , Assistant	0541
WARRINGTON ELEMENTARY 220 North Navy Blvd. Pensacola, FL 32507	TBD , Cafeteria Manager Phone: 453-7427 TBD , Assistant	0551
WARRINGTON MIDDLE 450 South Old Corry Road Pensacola, FL 32507	Chioma Scott-Johnson , Cafeteria Manager Phone: 453-7440 ext. 236 Debra Arms , Assistant	0561
WASHINGTON HIGH 6000 College Blvd. Pensacola, FL 32504	Diana Weekley , Cafeteria Manager Phone: 494-5679 TBD , Assistant	0951
WEIS ELEMENTARY 2701 North “Q” Street Pensacola, FL 32505	Tabitha Scott , Cafeteria Manager Phone: 595-6887 TBD , Assistant	0572
WEST FL HS OF ADVANCED TECH 2400 Longleaf Drive	Chandra Gorham , Cafeteria Manager Phone: 941-6200, ext.236	0862

WESTGATE CENTER 10050 Ashton Brosnaham Road	Sharon Davis , Cafeteria Manager Phone: 494-5739 TBD , Assistant	0922
WEST PENSACOLA ELEMENTARY 801 North 49 th Avenue Pensacola, FL 32506	Lenora "Ann" Barge , Cafeteria Manager Phone: 453-7473 TBD , Assistant	0581
WORKMAN MIDDLE 6299 Lanier Drive Pensacola, FL 32504	Sharon Horne , Cafeteria Manager Phone: 494-5669 Elizabeth Glover , Assistant	0601

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (ATTACHMENT G)

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.

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

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

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

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

B. REQUIRED INSURANCE:

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

**Approved:
Signer:**

**Initials of each
Signer:**



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

