



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 N. Pace Blvd.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

November 26, 2013

PURCHASING CONTACT & TELEPHONE:

Marguerite Van Nostrand, (850) 469-6209
mvannostrand@escambia.k12.fl.us

RFP TITLE:

Bottled Tea for Direct Delivery to School Cafeterias

RFP NUMBER:

141003

RFP OPENING DATE & TIME: **Tuesday, December 17, 2103, 11:00 AM, Central Standard Time**

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

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the **School District's Purchasing Office at 75 N. Pace Blvd. Pensacola, Florida, 32505** by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___ OTHER___ (PLEASE SPECIFY___)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER 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 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 IIIA WILL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this bid is to establish an agreement for the direct delivery of bottled tea to cafeterias in the Escambia County School District. The initial term for this contract shall be January 27, 2014 through July 31, 2014. 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 quantities purchased at the bid price during the bid period.

If bidding a brand and/or product OTHER THAN AS SPECIFIED, SAMPLES ARE REQUIRED. **Please make a notation in the comments section if you are sending a sample. If you bid a product that is not preapproved in this RFP, you must send a sample for review. All samples must be received by the District by Thursday, December 12, 2013, 11:30 AM, CST. Samples should be delivered to the Purchasing Office to the attention of the Purchasing Agent listed on page 1. Failure to send a sample and required documentation when bidding an alternate will result in your bid being determined as "non-responsive" for that item.** Samples should be clearly labeled "SAMPLE FOR RFP NUMBER 141003." If you plan to send samples, contact the Escambia County School District Purchasing Office by email mvannostrand@escambia.k12.fl.us or by fax at (850) 469-6271. A form will be sent to you via email or fax. This form must be completed prior to samples being sent. The location to ship the samples will be provided to you with the form.

District Contact: For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the below 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.**

Marguerite Van Nostrand, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: mvannostrand@escambia.k12.fl.us
Fax: (850) 469-6271

II. GENERAL TERMS AND CONDITIONS.

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

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and 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 Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the 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 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 Bidder stop all or any part of the work for this RFP 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 RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its

suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **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 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 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 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 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 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 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 RFP 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 RFP, 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 RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP 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 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 bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP 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 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://old.escambia.k12.fl.us/adminoff/finance/purchasing/> 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 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://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective 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 proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

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

- A. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.**
 - 1. USDA (United States Department of Agriculture), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: This form (located in the back section of RFP document) must be signed and returned with the RFP.
 - 2. The entire RFP document (pages 1 – 23) must be returned when bidding. Signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
 - 3. Product specification sheet or certifications must be attached if requested for item bid in Section VII, Specifications and Pricing and/or if bidding alternate items.
 - 4. A minimum of two (2) business references, preferably other School Districts must be submitted. See attached Form Number P-002, contained within this. If currently doing business with the Escambia County School District, the District may be used as one of your references.
 - 5. USDA Certificate of Independent Price Determination. This form (located in the back section of RFP document) must be signed and returned with the RFP.

6. Non-Collusion Affidavit. This form (located in the back section of RFP document) must be signed and returned with the RFP.

- 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://www.escambia.k12.fl.us/master/index.asp> Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- C. 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.
- D. INCOMPLETE BID INFORMATION:** Failure to submit a completed bid on an item prevents any consideration of your bid on that item. We must have MDW (Minimum Drained Weight) and/or yield when requested.
- E. IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- F. MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- G. BID QUANTITIES: Quantities indicated in this bid 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.
- H. TERM OF AGREEMENT:** The first term will be for the six-month period beginning January 27, 2014 and ending July 31, 2014, with three (3) six-month renewal options available upon mutual consent of both parties, with the first renewal period beginning August 1, 2014 and ending January 31, 2015. Any renewal option must be at the same pricing agreement and the same terms and conditions. If vendor does not wish to exercise a renewal option, notification must be made to the District, in writing, ninety days (90) prior to renewal date.
- I. BUY AMERICAN PROVISION:** 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. "Domestic" means that it is produced in the United States, and processed in the United States substantially using agricultural commodities that were produced in the United States. "Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

J. **EVALUATION CRITERIA.** Evaluation of proposals by the Evaluation Committee (consisting of representatives of the District Food Services and Purchasing Departments) will be made to ascertain which proposer best meets the needs of the School District. Award will be made on the following criteria:

1. Cost to District - (50 Points Maximum)
2. Vendor Reliability, History by reference or District history - (20 Points Maximum)
3. Product tested in approved District taste testing - (30 Points Maximum)

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 bidder is prevented from submitting a bid on different kinds and sizes of container and/or number of units in a shipping case, provided the packaging specified is not available commercially.

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 the bid request 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 bidder 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 6:00 a.m. and 10:00 a.m., Central Standard Time.
2. Vendor must provide substitution 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, not sending the product or an acceptable substitute will be unacceptable.
3. If vendor is unable to deliver any or all of an order, one (1) working day's notice shall be given. Items ordered, but not delivered, will be purchased from other sources, with the difference in price between the bid price and price paid to be deducted from the awarded vendor's subsequent invoices.
4. Product must always be delivered fresh to each location.
5. **Under no circumstances is product to be left unattended on a loading dock. All product 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.

C. **CONDITION OF PRODUCT AT TIME OF DELIVERY.** All products will be carefully handled and promptly delivered to conform to accepted industry standards. All products must meet all Federal, State and local standards for production, contents, purity and general quality, and must be of fresh quality.

- D. **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 Cafeteria Manager, the Food Services Director, the local health department, and/or staff or U.S.D.A. Health Inspector, been for any reason rendered unfit for human consumption, will be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper.

VI. INVOICES, STATEMENTS AND PAYMENT

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

- A. **SCHOOL LIST AND CAFETERIA CODE NUMBERS:** The current list is attached. An updated list of all school cafeterias will be provided to the successful vendor upon award of RFP. Vendor may request list at any time by emailing the Purchasing Agent listed on page 1 of this RFP.
- B. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in quadruplicate; and all four (4) copies must be signed by the cafeteria manager or their authorized representative. The four copies will be distributed as follows and contain the following information:
1. Two (2) copies (original) and one (1) (copy) left with manager at the time of delivery.
 2. Two (2) copies returned to vendor.
 3. Cafeteria Code Numbers must appear on all invoices.
 4. The vendor shall forward on a weekly basis signed invoices directly to the School Food Services Central Accounting Office. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statements only, providing that invoice numbers appear on each school cafeteria statement. Under normal conditions, payment may be expected within ten (10) days after the invoices/statements are received in the Food Service Accounting Office.
 5. The vendor shall provide each District, on a weekly basis, a spreadsheet or list summarizing the purchases for the week by item for all schools. The list shall contain the following information: item description, quantity (combined quantity for all schools), unit cost, and extended total. The total of this list shall agree with the total in the list in Paragraph 6 below. Vendor must submit a sample of this spreadsheet with their proposal for District approval. District reserves the right to accept vendor's spreadsheet or provide the vendor with a format designed by the District.
 6. The vendor shall provide on a weekly basis a spreadsheet or list summarizing the purchases by school for all items. The list shall contain the cafeteria cost code, school name, invoice number(s), and the invoice amount. The total of this list shall agree with the total in the list in Paragraph 5 above. Vendor must submit a sample of this spreadsheet with their proposal for ECSD approval. ECSD reserves the right to accept vendor's spreadsheet or provide the vendor with a format designed by the District.
 7. If for any reason it is necessary to make a change on the delivery ticket (invoices), make an additional charge or credit memorandum, the following procedures should be followed:
 - a. All cancellations or merchandise returns must be recorded by the driver on all four (4) copies of the invoices or "pick-up tickets" and these copies should be distributed as follows:

i. Two (2) copies left with manager at time of pick-up.

ii. Two (2) copies returned to vendor.

iii. Use exactly the same procedure as stated above.

b. 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.

8. 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 e-mailed to the appropriate District's accounting office. The address for invoicing will be provided by each District upon award of RFP.

C. INVOICES AND CREDIT MEMOS: All vendors must issue invoices and credit memos in quadruplicate, and all four (4) copies must be signed by the cafeteria manager or her authorized representative.

1. The vendor shall forward invoices and credit memos, on a weekly basis, by school, directly to the appropriate School Food Service Accounting Office.

2. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statement only, providing that invoice numbers appear on each school cafeteria statement.

3. Weekly statements must be generated for each school cafeteria and each statement number must be different.

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

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

a. The driver will leave two (2) copies with the manager at the time of pick up.

b. The driver will retain two (2) copies for the company.

c. Use exactly the same procedure as stated above.

6. 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.

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.

PLEASE NOTE: IF YOU ARE BIDDING ON ALTERNATE ITEMS, ALTERNATE PACKAGING, OR ANY ITEM NOT ON THE PRE-APPROVED LIST, YOU MUST SUBMIT A SAMPLE NO LATER THAN THE DATE AND TIME LISTED ON PAGE TWO OF THIS RFP DOCUMENT. ONLY ITEMS NOTED FOR ALL SCHOOLS ARE APPROVED FOR PURCHASE AT ALL GRADE LEVELS.

VII. SPECIFICATIONS AND PRICING (We estimate monthly usage will be approximately 4,200 bottles.)

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
1.	33,600	btls.	<p>TEA, SWEET (0530800): Fresh brewed, all natural, contains no preservatives or additives, packed in 12 ounce plastic bottles.</p> <p><u>Approved Brand:</u> Milos</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
2.	8,000	btls.	<p>TEA, ARTIFICIALLY SWEETENED, NO CALORIE (0530801): Fresh brewed, all natural, contains no preservatives or additive, no calorie tea, packed in 12 ounce plastic bottles.</p> <p><u>Approved Brand:</u> Milos</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
3.	8,000	btls.	<p>TEA, UNSWEETENED Fresh brewed, unsweetened, all natural, contains no preservatives or additives, packed in 12 ounce plastic bottles.</p> <p><u>Approved Brand:</u> Milos</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans fat per serving when applicable:</p> <p>High Fructose Corn Syrup <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Trans Fat _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Portion Size _____</p> <p>Portions per case _____</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 _____

U.S. Department of Agriculture

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Required for Lower Tier Covered Transactions Over \$100,000 per Bid, Contract or for Requests for Proposals

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 7 CFR Part 3017, Section 3017.510, participants responsibilities. The regulations were published as Part IV of the January 30, 1980, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture with which this transaction originated.

Before Completing Certification, Read Instructions On The Following Page

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or have been voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

Form AD-1048 (1/92)

Instructions for Certification

By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

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.

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.

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.

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.

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.

A participant in a covered transaction may rely upon a certification of 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.

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.

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:	

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

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: _____

SCHOOL LIST 2013-2014

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

COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
1221	Bailey Middle	Cheryl Null	492-0975	492-9660
0051	Bellview Elementary	Carol Gilmore	941-6067	941-6062
0061	Bellview Middle	Vickie Grant	941-6094	941-6089
0941	Beulah Elementary	Melanie Grandchamp	941-6187	941-6183
1241	Blue Angels Elementary	Susan Lashley	453-7403	457-6954
0101	Bratt Elementary	Jackie Thomas	327-6154	327-4879
0111	Brentwood Elementary	Ron Mixon	595-6805	595-6802
0671	Brown Barge Middle	Ruth Stricker	494-5646	494-5699
2106	Byrneville Charter	Jackie Thomas	256-6350	
0191	Cook Elementary	Carolyn Richtmyre	595-6824	595-6823
0231	Cordova Park Elementary	Norma Ramsey	595-6839	595-6835
0271	Ensley Elementary	Sheila Watson	494-5602	494-5603
0541	Ernest Ward Middle	Regina Hare	327-4685	
0281	Escambia High	Sharon Horne	453-7454	453-9381
0922	Escambia Westgate	SAT/McArthur	494-5739	494-5702
0291	Ferry Pass Elementary	Pat Green	494-5608	494-7480
0301	Ferry Pass Middle	Juanita Forst	494-5654	494-5653
1281	Global Learning Academy	TBA	430-7577	
0021	Hellen Caro Elementary	Cheryl Null	492-5323	492-3592
0602	Holm Elementary	Tonja Holland	494-5614	494-7290
0031	Jim Allen Elementary	Janet Williams	937-2271	937-2269

0771	Lincoln Park Elementary	Josephine Wilson	494-5622	494-7481
1201	Lipscomb Elementary	Kathy Davis	494-5723	494-5722
0863	Longleaf Elementary	Jewel Cain	941-6121	941-6112
0921	McArthur Elementary	<i>Gayle McVaugh</i> Kathy Davis	494-5627	494-5707
0741	McMillan Pre-K	TBA	595-6936	595-6944
1261	Molino Park Elementary	Jenny McKendrick	587-5039	587-2340
0361	Montclair Elementary	Angela Blackmon	595-6970	595-6968
0371	Myrtle Grove Elementary	Rosemary Whalen	453-7413	453-7740
0381	Navy Point Elementary	Phyllis Jernigan	453-7417	453-7419
1231	Northview High	Mary Wiggins	327-4503	327-6106
0391	Oakcrest Elementary	Debbie Williamson	595-6985	595-6988
0411	Pensacola High	Chauncey Rease	595-1523	595-1519
0862	Pine Forest High	Virginia Mattox	941-6160	941-6163
0441	Pine Meadow Elementary	Joyce Vulcano	494-5632	494-7318
0451	Pleasant Grove Elementary	Linda Pierce	492-4319	492-6991
0221	Ransom Middle	Donna Burks	937-2237	937-2232
0461	Scenic Heights Elementary	Joyce Mattheiss	494-5637	494-5624
0471	Semmes Elementary	Carolyn Richtmyre	595-6974	595-6977
0491	Sherwood Elementary	Debbie Parkerson	453-7422	453-7466
0501	Suter Elementary	Norma Ramsey	595-6812	595-6819
0521	Tate High	Erica Debrabant	937-2323	937-2328
0551	Warrington Elementary	Angela Anglin	453-7427	453-7519
0561	Warrington Middle	Peaches Atwood	453-7440 x236	453-7572

0951	Washington High	Chauncey Rease	494-5679	494-7297
0572	Weis Elementary	Patricia Comans	595-6887	595-6893
1251	West Florida High	Brenda Gant	941-6200 x2174	941-6200 x2136
0581	West Pensacola Elementary	Linda Nikolopoulos	453-7473	453-7470
0853	Woodham Middle	Debbie Buttitta	494-5692	478-2582
0601	Workman Middle	Sharon Horne	494-5669	494-5697
	Judy Andrews			
	Escambia Charter			
	Camelot			
	Jackie Harris			
	Lakeview			