



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

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## **REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT**

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POSTING DATE:

December 9, 2014

PURCHASING CONTACT & TELEPHONE:

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

RFP TITLE:

Fast Food Partnership

RFP NUMBER:

151903

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RFP OPENING DATE & TIME: **Friday, December 19, 2014, 11:00 AM, Central Standard Time**

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

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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 Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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**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\_\_\_\_\_)

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**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 III., MAY RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION & GENERAL INFORMATION.

The purpose of this bid is to develop a list of approved branded fast food vendors and specific products in various categories to be served to secondary school students. Within each category: bagels, submarine sandwiches, chicken sandwiches and pizza, cafeteria managers may change vendors with a two-week notification to vendor(s). Products will be evaluated and will be deemed acceptable or unacceptable in a taste test. If your product is not on the approved list for the item you are proposing, please contact the purchasing agent listed below to set up a taste test. The School Food Services Department reserves the right to taste test and add new vendors at any time whenever it best serves the needs of the students and cafeteria management. Subsequent additions will be taken to the ECSD School Board for approval before a vendor may be added.

**Proposals will only be accepted from firms providing samples for the District Test Dates.** All testing is done without product logo or identification as the students will be rating each product as acceptable or unacceptable and will not be comparing products. If you wish to submit a proposal and provide samples for the testing period, please contact the Purchasing Agent listed below.

**QUESTIONS:** Due to time constraints, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be Friday, December 12, 2014, 2:00 PM, Central Standard Time. Any changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each proposer to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received will be posted by close of business Monday December 15, 2014. The direct link to the Bid Activity Section of the District website is listed below.

<http://ecsd-fl.schoolloop.com/purchasing/bids>

All inquiries should be sent to:

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

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this RFP. Vendors are expected to utilize this representative for **ALL** Information regarding this RFP. **Vendors who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.**

## II. GENERAL TERMS AND CONDITIONS

NOTE: The term "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 returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or ten 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 District's 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 "[www.escambia.k12.fl.us/adminoff/finance/purchasing](http://www.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 "[www.escambia.k12.fl.us/adminoff/finance/purchasing](http://www.escambia.k12.fl.us/adminoff/finance/purchasing)". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective 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.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

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

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

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

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

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

1. **The entire RFP document (pages 1 – 29).** The signature on the first page must be an original signature – no fax or email documents will be accepted. All certifications in this solicitation requiring vendor information and/or signature must be completed and the signature must be an original. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.

2. **Return your original proposal and one copy.** The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. **Please mark copy "COPY."**

3. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**

4. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002, contained within this document.

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

duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- D. **INSURANCE REQUIREMENTS.** Verification that the following Insurance requirements will be met and will remain in effect for the term of the contract:
1. Standard Worker's Compensation and Employee liability as required by state statute.
  2. General Liability – personal liability and property damage with a combined single limit of 500,000.00 written on an occurrence basis, an aggregate limit of not less than one million dollar (\$1,000,000.00). The District is to be named as additional insured on each comprehensive general liability policy. A certificate of insurance is to be provided to the District within ten (10) working days after agreement is finalized. Insurance shall include provisions preventing cancellation without sixty (60) days prior notice by certified mail to the District.
  3. Automobile liability (minimum) coverage of \$500,000.00 combined single limit.
  4. Product Liability Insurance Minimum Requirement of not less than one million dollar (\$1,000,000.00). Submit a proposal only if you are prepared to complete this requirement if the successful vendor has a commercial general liability policy with a deductible of more than \$10,000.00, a letter on company letterhead from an officer of the company duly authorized is required stating the amount of the deductible and that the company agrees to cover all District expenses including, but not limited to, legal expenses and court costs up to the limit of the commercial general liability policy regardless of any deductible in the vendor's insurance policy.
- E. **TERM.** The initial term of the contract shall be effective February 1, 2015 through July 31, 2015. The School District reserves the right to renew the contract on an annual basis for four (4) additional one (1) year terms beginning August 1, 2015, upon mutual consent of both parties.
- F. **PRICE ESCALATION.** The successful bidder shall have an opportunity to adjust the prices for the next school year, if notice is received by the District's Purchasing Office by June 1, of each year and upon approval of the District.
- G. **VENDOR WILL BE REGISTERED BY SCHOOL(S).** Bidder may bid on all or any of the schools listed. Vendor will be considered for only those high schools and associated feeder middle schools in which they have offered a bid.
- H. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. **ALTERNATE PRODUCTS:** The District pre-approves products prior to proposal evaluation. Bidding any product not listed on the approved list at the time of bid posting is an alternate bid. Bidders may bid an equal equivalent to the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner listed in Section I, Introduction, page 2 of this RFP. The District shall have sole discretion in accepting or rejecting vendor's alternate/approved equal. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award on this RFP. Request should be made to the Purchasing Agent listed on page 1 and page 2 of this document.
- J. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.



- J. **FLORIDA PUBLIC RECORDS LAW:** Respondent shall comply with Florida's Public Records Law. Specifically, Respondent agrees that it will:
1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by the vendor under the Agreement.
  2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law.
  3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
  4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of the vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
  5. The failure of the vendor to comply with the provisions set forth shall constitute a default and breach.
- K. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this RFP, by signing this proposal, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
  2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
  3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
  6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
  7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
  8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

#### IV. DELIVERIES, INVOICES, STATEMENTS AND PAYMENT

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

- A. **DELIVERIES MADE BY VENDOR'S OWN CONVEYANCE:** Deliveries will be made to individual schools by vendor.
- B. **INVOICE SUBMISSION.** Invoices must contain the school cost center number; a school list is provided at the end of this RFP. A signed copy of all invoices should be given to the cafeteria manager at time of delivery. Each cafeteria manager will be responsible for forwarding vendor's invoices to the District Accounting Office.

#### V. SCOPE OF WORK AND PRODUCT SPECIFICATIONS

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

##### B. ORDERING:

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

##### C. PRODUCT TRANSPORT AND DELIVERY:

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

##### D. MARKETING AND PROMOTIONAL MATERIALS:

1. If requested, awarded vendor(s) will provide on-site training with written materials for the cafeteria manager and staff emphasizing the proper handling and service of all entrees.

2. Awarded vendor(s) shall provide appropriate signage, at no cost, in the form of banners, table tents, balloons, inflatable mascots, outdoor signage and flyers.

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

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

**VII. SCHOOLS TO BE SERVED.**

Potential schools to be served are as follows:

- |  |                    |
|--|--------------------|
| Escambia High                                      | Jim Bailey Middle  |
| Northview High                                     | Bellview Middle    |
| Pensacola High                                     | Brown Barge        |
| Pine Forest High                                   | Ferry Pass Middle  |
| Tate High  | Ransom Middle      |
| Washington High                                    | Ernest Ward Middle |
| West Florida High School<br>of Advanced Technology | Warrington Middle  |
|  | Workman Middle     |
|  | Woodham Middle     |

**VIII. SPECIFICATIONS AND PRICING.**

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

**ITEM # 1 BAGELS, FRESH:**

Fresh bagels to be locally produced in an established retail shop, recognizable to students and school staff. Bagels will be an average of 3.0 – 5.0 oz. in weight and will be made from whole grain rich flour, yeast and salt. The minimum delivery quantity will be 25 bagels per cafeteria and will be delivered daily.

Bagels delivered for the duration of the bid must be identical to the product sampled and accepted in the student taste test.

(continued on next page)



**Place an X by each school you will be able to serve bagels, if awarded:**

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

**ITEM #2, SUBMARINE SANDWICHES:**

Freshly prepared 3” - 6” submarine sandwiches, hot or cold, locally produced in an established retail shop recognizable to students and school staff. Submarine sandwiches to contain a minimum of 1.5 oz. meat and cheese in accordance with the preparation of submarine sandwiches to be served to local restaurant patrons. Breads, meats, vegetables and condiments should be available in a variety of choices. Selection of breads, meats, cheese, dressing and vegetables may be made by the cafeteria manager or may be determined by the Escambia County School Food Services Supervisory Staff. Vegetables and condiments should be provided and separately packaged to insure freshness.

The successful vendor(s) shall be responsible to provide insulated bags, boxes, etc., to assure the proper temperature of the sandwich is maintained.

Sandwiches delivered for the duration of the bid must be identical to the product sampled and accepted in the student taste test.

Submarine sandwiches must meet specific nutritional guidelines explained below. Each sandwich must contain:

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

**APPROVED BRANDS: NO APPROVED BRANDS, SAMPLES REQUIRED FOR THIS ITEM. CONTACT PURCHASING AGENT LISTED ON PAGE 1 IF YOU ARE PROPOSING ITEMS IN THIS CATEGORY.**

List all available submarine sandwiches, meeting specifications and guidelines, that you are offering. Sandwich size and delivered price for each item should be included. As this is a new item, the District does not have any basis to determine projected sales for this product.

| List: Product, Sandwich ingredients & Size | Price Each |
|--|------------|
|  |            |
|  |            |
|  |            |
|  |            |
|  |            |
|  |            |
|  |            |
| (continued on next page)                   |            |



**Place an X by each school you will be able to serve submarine sandwiches, if awarded:**

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



**ITEM #3, PIZZA FRESHLY PREPARED:**

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

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

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

Average Daily Sales Projections:

| Sales             | Range     |
|-------------------|-----------|
| Bailey Middle     | 250 - 300 |
| Bellview Middle   | 100 - 150 |
| Brown Barge       | 50 - 100  |
| Ernest Ward       | 50 - 100  |
| Escambia High     | 225 - 280 |
| Ferry Pass Middle | 100 - 150 |
| Northview High    | 64 - 160  |
| Pensacola High    | 230 - 285 |
| Pine Forest High  | 230 - 285 |
| Ransom Middle     | 250 - 300 |
| Tate High         | 250 - 315 |
| Washington High   | 248 - 264 |
| West FL Tech      | 100 - 150 |
| Warrington Middle | 100 - 150 |
| Workman Middle    | 100 - 150 |
| Woodham Middle    | 75 - 125  |

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

These projections are based upon an 8 - cut pie, minimum 14". Please indicate any deviations from this.

A la carte pizza must meet specific nutritional guidelines explained below. Each pizza slice must contain:

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

(continued on next page)

**APPROVED BRANDS:**

Dominoes, Smart Slice

Pizza Hut, A+ Pizza

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

| List: Product, Type of Cheese, Type of Pepperoni & Crust | Price Each |
|--|------------|
|  |            |
|  |            |
|  |            |
|  |            |
|  |            |
|  |            |
|  |            |
|  |            |

Place an X by each school you will be able to serve pizza, if awarded:

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

**ITEM #4, CHICKEN SANDWICHES:**

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

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

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

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

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

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

| List: Sandwich ingredients, bread, etc. | Price Each |
|---|------------|
|   |            |
|   |            |
|   |            |
|   |            |
|   |            |
|   |            |
|   |            |
|   |            |

**Place an X by each school you will be able to serve chicken sandwiches, if awarded:**

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

## DRUG FREE WORKPLACE

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

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

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

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

Vendor's Signature \_\_\_\_\_

## 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.

**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)**

FORM P-002  
Reference Release Form

I \_\_\_\_\_  
(Name/ Title) (Name of Company)  
give Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: \_\_\_\_\_

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

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

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



## USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature of Authorized Sponsor Representative

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

**State of** \_\_\_\_\_

**Contract/RFP No.** \_\_\_\_\_

**County of** \_\_\_\_\_

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

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

I state that:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I state that \_\_\_\_\_

(Name of 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 2014-2015**

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

| <b>Cost Center</b> | <b>SCHOOL / ADDRESS</b>  | <b>CAFETERIA MANAGER / PHONE NUMBER</b>  |
|--------------------|--|--|
| 1221               | BAILEY MIDDLE<br>4110 Bauer Road<br>Pensacola, FL 32506                    | Debbie Williamson, Cafeteria<br>Manager<br>Phone: 492-0975                                 |
| 0051               | BELLVIEW MIDDLE<br>6201 Mobile Hwy<br>Pensacola, FL 32526                  | Vickie Grant, Cafeteria<br>Manager<br>Phone: 941-6094                                      |
| 0671               | BROWN BARGE MIDDLE<br>201 E. Hancock Lane<br>Pensacola, FL 32503           | Ruth Stricker, Cafeteria<br>Manager<br>Phone: 494-5646                                     |
| 0281               | ESCAMBIA HIGH<br>1310 North 65 <sup>th</sup> Avenue<br>Pensacola, FL 32506 | Janet Williams, Cafeteria<br>Manager<br>Phone: 453-7454                                    |
| 0541               | ERNEST WARD MIDDLE<br>7650 Highway 97<br>Walnut Hill, FL 32568             | Mary Hall, Cafeteria Manager<br>Regina Hare, Asst. Cafeteria<br>Manager<br>Phone: 327-4685 |
| 0301               | FERRY PASS MIDDLE<br>8355 Yancey Avenue<br>Pensacola, FL 32503             | Juanita Forst, Cafeteria<br>Manager<br>Phone: 494-5654                                     |
| 1231               | NORTHVIEW HIGH<br>4100 West Highway 4<br>Bratt, FL 32535                   | Mary Wiggins, Cafeteria<br>Manager<br>Phone: 327-4503                                      |
| 0411               | PENSACOLA HIGH SCHOOL<br>500 West Maxwell Street<br>Pensacola, FL 32501    | Sharon Davis, Cafeteria<br>Manager<br>Phone: 595-1523                                      |
| 0862               | PINE FOREST HIGH<br>2500 Longleaf Drive<br>Pensacola, FL 32526             | Virginia Mattox, Cafeteria<br>Manager<br>Phone: 941-6160                                   |
| 0221               | RANSOM MIDDLE<br>1000 W. Kingsfield Road<br>Cantonment, FL 32533           | Donna Burks, Cafeteria<br>Manager<br>Phone: 937-2237                                       |
| 0521               | TATE HIGH<br>1717 Tate Road<br>Gonzalez, FL 32560                          | Erica Debrabant, Cafeteria<br>Manager<br>Phone: 937-2323                                   |
| 0561               | WARRINGTON MIDDLE<br>450 South Old Corry Road<br>Pensacola, FL 32507       | Peaches Atwood, Cafeteria<br>Manager<br>Phone: 453-7440 ext. 236                           |

| <b>Cost Center</b> | <b>SCHOOL / ADDRESS</b>   | <b>CAFETERIA MANAGER /<br/>PHONE NUMBER</b>                    |
|--------------------|---|--|
| 0951               | WASHINGTON HIGH<br>6000 College Blvd.<br>Pensacola, FL 32504                              | Chauncey Rease, Cafeteria<br>Manager<br>Phone: 494-5679        |
| 1251               | WEST FLORIDA HIGH OF<br>ADVANCED TECHNOLOGY<br>2400 Longleaf Drive<br>Pensacola, FL 32526 | Brenda Gant, Cafeteria<br>Manager<br>Phone: 941-6200 ext. 2174 |
| 0853               | WOODHAM MIDDLE<br>150 East Burgess Road<br>Pensacola, FL 32503                            | Debbie Buttitta, Cafeteria<br>Manager<br>Phone: 494-5692       |
| 0601               | WORKMAN MIDDLE<br>6299 Lanier Drive<br>Pensacola, FL 32504                                | Sharon Horne, Cafeteria<br>Manager<br>Phone: 494-5669          |