



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

**INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT**

POSTING DATE:

**May 23, 2017**

PURCHASING CONTACT & TELEPHONE:

**Allison Watson (850) 469-6210  
awatson@escambia.k12.fl.us**

BID TITLE:

**Frozen Dessert Novelties for Direct Delivery to School Cafeterias**

BID NUMBER:

**172702**

BID OPENING DATE & TIME **Tuesday, June 6, 2017, 1:30 PM CST**

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

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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: ) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE\_\_\_ BIDNET\_\_\_ DEMAND STAR\_\_\_ PRIME

VENDOR\_\_\_ OTHER\_\_\_ (PLEASE SPECIFY\_\_\_\_\_)

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

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION

This purpose of this solicitation is to establish an agreement for the direct delivery of frozen dessert novelties to the school cafeterias in the Escambia County School District. Refer to Attachment A. All pricing, terms, and conditions of this agreement shall be fixed and in effect for the entire period of August 1, 2017 through July 31, 2018 upon School Board approval. 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 dates and quantities. However, the District reserves the right to reduce the number of shipments and/or purchase additional quantities at the agreement price at any time during the agreement period. The District does not pay fuel adjustment charges. By signing this agreement, you are agreeing to honor your bid's pricing, terms, and conditions for the entire term of the agreement.

**If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this bid, you must send a sample for review by Tuesday, May 30, 2017, 12:00 PM, CST. Failure to send a full case quantity sample size in its original packaging and the required documentation when offering an alternate product will result in your bid being determined "non-responsive" for that item. Samples should be submitted in full case quantities and in original packaging. Unmarked boxes or bags containing loose samples are not acceptable. Samples should be clearly labeled "SAMPLE FOR BID NUMBER 172702." If planning to send samples, the form and instructions will be posted on the Purchasing website at <http://ecsd-fl.schoolloop.com/purchasing/bids>. **This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section T – Samples and Brand Name on page 5.****

**QUESTIONS:** Due to time constraints, it is recommended that vendors send any questions regarding this solicitation by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Friday, May 26, 2017, 4:00 PM, Central Standard Time**. Any changes in the specifications contained in this bid will be made by Addenda. Any Addenda issued concerning this bid will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this solicitation will be posted by close of business **Wednesday, May 31, 2017**.

The direct link to the Bid Activity Section of the District website is listed below.

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

All inquiries should be sent to:

Allison Watson, Sr. Purchasing Agent  
Purchasing Department  
Escambia County School District  
75 N. Pace Blvd. Pensacola,  
FL 32505

Email: [awatson@escambia.k12.fl.us](mailto:awatson@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 bid. Vendors are expected to utilize this representative for **ALL** Information regarding this bid. **Vendors who contact any other District employee regarding the subject of this bid are subject to disqualification from participating in this solicitation.**

## II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon a bid award, the terms and conditions of this bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only; details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida 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 Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this bid or the bid specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
- 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 bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School 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 bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub- contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the Bid Number, Bid Title, and Bid Item Number and clearly marked "Samples".

All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bid Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the bid shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the Bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore oral statements given before the Bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five workdays prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.

W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes. Bid tabulations, recommendations or notices will not be automatically mailed.

X. **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.

Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.

Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

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

A. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the 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 vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.**

- B. DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your bid not being accepted.**
- 1. The entire bid document shall be returned (pages 1 – 35).** The signature on the first page must be an **original, manual** signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any bid submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
  - 2. Return your original bid and one (1) copy.** The copy should be a photocopy of your original bid and there should be no differences in the bid document or attached enclosures. Any difference or failure to include bid attachments in both sets may cause your bid to be rejected. **Please mark copy “COPY.” Original and copy documents may be printed double-sided with left margin, book-style binding.**
  3. Product specification sheets or certifications must be attached if requested for 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 bid.**
  4. If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. If doing business with ECSD, the School District may be used as one of your references. See attached Form Number P-002 in the back section of the bid document.
  5. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (located in the back section of the bid document) must be signed and returned with your bid.
  6. **NON-COLLUSION AFFIDAVIT:** This form (located in the back section of the bid document) must be signed and returned with your bid.
  7. Copy of Bidder’s current business license.
  8. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service.
  9. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** This form (located in the back section of the bid document) must be signed and returned with your bid.
- C. JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.456, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide 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. **DISCONTINUED ITEMS:** In the event the producer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).
- E. **BID QUANTITIES: Quantities indicated in this bid are estimates based on prior usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or delete any item or items as it deems appropriate without affecting the bid pricing or the terms and conditions of the bid.
- F. **TERM OF AGREEMENT:** The term of this agreement will be in effect from August 1, 2017 to July 31, 2018. All pricing, terms, and conditions shall be fixed for the entire term of this agreement. **The District does not pay fuel adjustment charges.**
- G. **EVALUATION CRITERIA:** Bids shall be evaluated by a committee to determine which bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award will be made on the following criteria:
1. Line Item by Low Price: Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list or where an alternate product is bid, was tested and approved by the District upon receipt of sample as detailed in this solicitation. The District reserves the right to reject any bid with a minimum shipment requirement; therefore, low bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District. Products approved prior to posting of this bid are listed in the Specifications and Pricing Section (Section VII) for each item.
  2. Award by Lots: Aggregate low price for all line items in a lot (i.e. all frozen dessert products would be one lot) will be awarded to one vendor.
- H. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. **ALTERNATE PRODUCTS:** The District pre-approves products in student taste tests prior to bid evaluation (see paragraph U). Offering any product not listed as approved in this document is an alternate bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/ or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Purchasing Agent list on Page one (1) 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.



K. **FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
3. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the District's request for records, School Board shall enforce the provisions in accordance with the contract
4. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
5. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, [NROSS@ESCAMBIA.K12.FL.US](mailto:NROSS@ESCAMBIA.K12.FL.US), OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.**

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

- L. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this bid, by signing this bid, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
  2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
  3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
  6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
  7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
  8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
  9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
  10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
  11. Rights to Inventions Made Under a Contract or Agreement (37 CFR 401.2(a)).
  12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
  13. Breach of Contract (2 CFR Appendix II to Part 200 (b)).
- M. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label. Food products should be 100% domestically grown and processed.
- N. **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. The School District of Escambia County shall be permitted to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed meat items that he has on hand at any time.
- O. **GRADES FOR FOOD:** Grades for foodstuffs are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item.

- P. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- Q. **SPECIFICATIONS:** Bids must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a bid not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the bid.
- R. **FEDERAL FOOD, DRUG AND COSMETIC ACT, THE MEAT INSPECTION ACT, AND THE POULTRY PRODUCTS INSPECTION ACT:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and the Poultry Products Inspection Act in effect at the time of delivery.
- S. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your bid for that item.
- T. **WHOLE GRAIN RICH:** Where the term “**whole-grain rich**” appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.
- U. **DISTRICT TASTE TEST:** A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in the District menu development. The students will participate in a blind taste test and are given a score sheet to rate each item as acceptable or unacceptable. The test results are tallied and each item is given an approved or unapproved status based on a substantial majority vote. If an item will be used exclusively for a la carte sales, there is an additional question on the score sheet which asks if a student would pay a specified amount for the product. In some instances, new products are tested on the reimbursable meal line and approval is based on verbal student feedback and/or sales.
- V. **SAMPLE REQUIREMENTS:** Samples are required under the circumstances listed below.
1. The products offered have not been previously approved by the District.
  2. The District may request samples of products for review that have been approved and purchased previously for the following reasons:
    - a. School Cafeteria Managers indicate there has been a decrease in product quality.
    - b. Manufacturing firm or process has changed since product was last tested by the District.
    - c. More than five (5) years has elapsed since product was last tested.
    - d. The Food Services Department wishes to test for any reason.

#### IV. **PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS**

- A. **ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering on different kinds and sizes of containers and/or number of units in a shipping case.
1. Any alternate packaging offered must be substantially equivalent and listed as an alternate bid.
  2. Changes in packaging and packing offered by the bidder must be clearly indicated in their bid and will be given consideration to the extent deemed consistent with the best interests of the schools.
- B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.
- C. **LOT IDENTIFICATION:** All lots shall bear the correct commercial label that conforms to the brand being bid.

- D. **BRAND/TRADE NAME:** Vendor shall indicate in their proposal the brand or trade name by which the product offered is identified.
- E. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in his bid, unless otherwise specifically approved and authorized.

**V. ORDER PLACEMENT AND DELIVERY PROCEDURES**

- A. **ORDERING PROCEDURES:** All orders will be placed directly with the successful vendor or his agent/broker by the individual school or Food Service agent as directed by the Food Services Department.
- B. **DELIVERY PROCEDURES AND INFORMATION:** Deliveries shall be made to each school at a time that is convenient for cafeteria operations.
  - 1. Deliveries shall be made between 6:15 a.m. and 10:00 a.m. Central Standard Time.
  - 2. Vendor must provide a substitution product in the event of an out of stock item, with prices being the same or less than the original product requested. Once a product has been ordered, non-deliverance of the product or an acceptable substitute will be unacceptable.
  - 3. If the vendor is unable to deliver any or all of an order, one (1) working days' 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 frozen 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 he/she has authorized product to be left with non-cafeteria staff.
- C. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Contractors shall assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haccp (Hazard Analysis Critical Control Points) regulations. At destinations, all products shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.
- D. **DELIVERY EQUIPMENT (FROZEN FOOD):** The successful vendor and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. This shall be evident upon its arrival at the school cafeterias. All frozen food items must arrive in a hard frozen state.
- E. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION:** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the District Warehouse manager, the Food Services Staff, the local Health Department, of USDA Health Inspector, been for any reason rendered unfit for human consumption shall be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and/or shows signs of thawing and re-freezing would fall in the above category.

## VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases made by each school system will be paid by the 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 COST CENTER NUMBERS:** Please refer to Attachment A. The successful vendor may request an updated list at any time by emailing the Purchasing Agent listed on page one of this solicitation.
- B. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in triplicate and all three (3) copies must be signed by the cafeteria manager or their authorized representative.
1. Two (2) copies to be left with the cafeteria manager or authorized representative at the time of delivery.
  2. One (1) copy returned to the vendor.
  3. Cafeteria Cost Center Numbers must appear on all invoices.
  4. If for any reason, it is necessary to make a change on the delivery ticket (invoices), the vendor shall make an additional charge or credit memorandum, the following procedures shall be followed:
    - a. All cancellations or merchandise returns must be recorded by the driver on all three (3) copies of the invoices or "pick-up tickets" and these copies shall be distributed as follows:
      - i. Two (2) copies left with the cafeteria manager at time of pick-up.
      - ii. One (1) copy returned to the vendor.
    - 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.
  5. 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 District's Finance Accounting Office.
- C. **INVOICES AND CREDIT MEMOS:** All vendors must issue invoices and credit memos in triplicate and all three (3) 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 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), the vendor shall make an additional charge or credit memorandum.

5. All cancellations or merchandise returns must be recorded by the driver on all three (3) 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 one (1) copy for the vendor.
  - 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 and the seven digit School District item identification number shown in the detail specifications.

## VII. SPECIFICATIONS AND PRICING

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

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<b>ITEMS #1-10 WILL BE AWARDED AS A LOT.</b>			
1.	220	cs.	<p>FUDGE BAR (0530320):            Fudge bar, chocolate flavored, frozen, on a stick, 2.5 - 3.2 fl. oz. Fudge bar must not exceed 200 calories and 200 mg sodium per fudge bar. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Fudge bar must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24-36 per case.</p> <p><b>Estimates based on 24 per case.</b></p> <p><u>Accepted Brand(s) or Approved Alternate(s):</u>            Rich's:                Fudge Frenzy #75455-86210            Hershey's:                Fudge-O-Bar #24682-31152</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p> <p>Portion Size _____ (individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand Name/Number</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
2.	330	cs.	<p>ICE CREAM SANDWICH, LOW FAT (0530210):</p> <p>Ice cream sandwich, low fat. Low fat vanilla ice cream between two chocolate wafers made from bleached wheat flour, 3 - 4 fl. oz. A variety of ice cream flavors is also acceptable, including chocolate, cookies and cream and mint. Vanilla must be one of the available flavors if multiple flavors are listed. Ice cream ingredients include non-fat milk. Sandwich must not exceed 200 calories and 200 mg. sodium per ice cream sandwich. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Sandwich must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24 per case.</p> <p>Please list all available flavors:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>			



	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p><u>Accepted Brand(s) or Approved Alternate(s):</u>  Rich's:  Vanilla Sandwich #75455-44030  Hershey's:  Vanilla #24682-31319  Cookies and Cream #24682-31355  Minty Mint #24682-31354</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No  Trans Fat _____g</p> <p>Portion Size _____ (individual serving)  Portions Per Case _____  State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____  Brand Name/Number</p> <p>_____  Packed By</p> <p>Comments:</p>			
3.	40	cs.	<p>ICE CREAM CUP, LOW FAT (0530200):  Ice cream cup, low fat. Flavored ice cream in portioned cups, 3 fl. oz. A variety of flavors is preferred, to include vanilla and chocolate. Ingredients to include non-fat milk. Fat content not to exceed 1 gram total fat. Cup must not exceed 200 calories and 200 mg. sodium per ice cream cup. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Cup must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24-96 per case.</p> <p><b>Estimates based on 96 per case.</b></p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p>Please list all available flavors:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p><u>Accepted Brand(s) or Approved Alternate(s):</u></p> <p>Schoeps:</p> <p>LF Vanilla #0726230-37756</p> <p>LF Chocolate #0726230-37763</p> <p>Hershey's:</p> <p>Vanilla #24682-31634</p> <p>Strawberry Sundae #24682-31633</p> <p>Cotton Candy #24682-31632</p> <p>Birthday #24682-31630</p> <p>Raspberry Sherbet #24682-31500</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p> <p>Portion Size _____ (individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand Name/Number</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
4.	700	cs.	<p>ICE CREAM CONE, LOW FAT (0530200): Ice cream cone, low fat vanilla ice cream, topped with flavored coating, 3 - 4 fl. oz. A variety of flavors is preferred to include vanilla and chocolate varieties. Cone made from bleached wheat flour. Ice cream ingredients to include skim milk. Cone must not exceed 200 calories and 200 mg. sodium per ice cream cone. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Product must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24 per case.</p> <p>Please list all available flavors: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____</p> <p><u>Accepted Brand(s) or Approved Alternate(s):</u> Rich's: Vanilla &amp; Chocolate Cone #75455-42300 Crumbled Cookie Cone #75455-42200 Hershey's: Vanilla Chocolate Twist #24682-31307 Cookies &amp; Cream #24682-31300 Crazy Cone #24682-31303</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No Trans Fat _____g Portion Size _____ (individual serving) Portions Per Case _____ State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p>_____</p> <p>Brand Name/Number</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
5.	300	cs.	<p>CRUNCH BAR, LOW FAT (0530320): Crunch bar, low fat. Low fat ice cream bar, coated with real milk chocolate and crunch coating on a stick, 3 - 4 fl. oz. Multiple flavor varieties are acceptable <b><u>in addition to</u></b> chocolate. Ice cream ingredients to include non-fat milk. Bar must not exceed 200 calories and 200 mg. sodium per crunch bar. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Bar must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24-36 per case.</p> <p><b>Estimates based on 24 per case.</b></p> <p>Please list all available flavors:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p><u>Accepted Brand(s) or Approved Alternate(s):</u> Rich's: Chocolate Shortcake #75455-85000 Strawberry Shortcake #75455-85050 Hershey's: Chocolate Scooter #24682-31165 Strawberry Scooter #24682-31166</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Portion Size _____ (individual serving) Portions Per Case _____ State Pack Size _____ Items must be ordered in multiples of _____ individual servings _____ Brand Name/Number _____ Packed By _____ Comments:			
6.	200	cs.	<p>FRUIT BAR, LOW FAT (New Item, No ID#):            Fruit bar, low fat. Low fat frozen bar made from pureed fruit and other natural ingredients, 3 - 4 fl. oz. First ingredient listed must be fruit. A variety of flavors is acceptable, to include strawberry. Bar must not exceed 200 calories and 200 mg. sodium per fruit bar. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Bar must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24 per case.</p> <p>Please list all available flavors:            1. _____            2. _____            3. _____            4. _____            5. _____</p> <p><u>Accepted Brand(s) or Approved Alternate(s):</u>            Hershey's/Tropi-Kool Fruit Bar:            Strawberry #24682-31234</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Portion Size _____ (individual serving) Portions Per Case _____ State Pack Size _____ Items must be ordered in multiples of _____ individual servings  _____ Brand Name/Number  _____ Packed By  Comments:			
7.	130	cs.	<p>CREAMSICLE, VANILLA-FILLED, LOW FAT (New Item, No ID#):            Creamsicle, vanilla-filled, low fat. Low fat ice cream bar, with a vanilla ice cream center filling and outer layer of fruit flavored ice cream, on a stick, 2.5 - 3 fl. oz. Multiple flavor varieties are acceptable <b>in addition to</b> orange. Ice cream ingredients to include non-fat milk. Bar must not exceed 200 calories and 200 mg. sodium per crunch bar. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Bar must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24-36 per case.</p> <p><b>Estimates based on 24 per case.</b></p> <p>Please list all available flavors:            1. _____            2. _____            3. _____            4. _____            5. _____</p> <p><u>Accepted Brand(s) or Approved Alternate(s):</u>            Rich's:                Orange Cream Bar #75455-86010            Hershey's:                Orange Blossom Bar #24682-31174</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p> <p>Portion Size _____ (individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand Name/Number</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
8.	500	cs.	<p><b>CREAM BAR, VARIETY FLAVOR, LOW FAT (New Item, No ID#):</b>  Cream bar, variety flavor, low fat. Low fat ice cream bar, made with non-fat milk and other flavors, on a stick, 2.5 – 3 fl. oz. Flavors to include cherry, cotton candy, or similar flavor profile. Bar must not exceed 200 calories and 200 mg. sodium per crunch bar. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Bar must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24 per case.</p> <p>Please list all available flavors:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>			



	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p><u>Accepted Brand(s) or Approved Alternate(s):</u>  Rich's:  Sour Swell Cherry #75455-87000  Creamy Cotton Candy #75455-87100</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p> <p>Portion Size _____ (individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand Name/Number</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
9.	130	cs.	<p>CREAM PUSH POP, LOW FAT (New Item, No ID#):  Cream push pop, low fat. Low fat ice cream push pop, made with non-fat milk and other flavors, 2.5 - 3 fl. oz. Multiple flavor varieties are acceptable <b>in addition to</b> orange flavor. Push pop must not exceed 200 calories and 200 mg. sodium per crunch bar. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Bar must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 24 per case.</p> <p>Please list all available flavors:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p><u>Accepted Brand(s) or Approved Alternate(s):</u>  Rich's:  Orange Polar Pop #75455-42540  Rainbow Polar Pop #75455-42570</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p> <p>Portion Size _____ (individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand Name/Number</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			
10.	130	cs.	<p>PUDDING CUP, FROZEN (0513080):  Pudding cup, frozen, dessert style pudding, three (3) oz. First ingredient listed must be skim milk. Pudding must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 60 per case.</p> <p>Please list all available flavors:  1. _____  2. _____  3. _____  4. _____  5. _____</p>			

	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p><u>Accepted Brand(s) or Approved Alternate(s):</u> No Approved Brands. Samples Required.</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ]Yes [ ]No</p> <p>Trans Fat _____g</p> <p>Portion Size _____ (individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			



**Florida Department of Agriculture and Consumer Services**  
**Bureau of General Services**  
**DRUG-FREE WORKPLACE PROGRAM**  
**BIDDER CERTIFICATION**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

---

VENDOR'S SIGNATURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)**

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

---

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

---

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

---

SIGNATURE(S)

DATE

### **Instructions for Certification**

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



## FORM P-002 Reference Release Form

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

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

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

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

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

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

**USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

BIDDER is the

\_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:

\_\_\_\_\_

## SCHOOL COST CENTER AND CONTACT LIST

## ATTACHMENT A

The Food Services Dept. Central Office is located at 30 E. Texar, Pensacola, FL 32503, main phone number - (850) 469-5625.

COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
1221	Bailey Middle	Kathleen Raughton	492-0975	492-9660
0051	Bellview Elementary	Melanie Grandchamp	941-6067	941-6062
0061	Bellview Middle	Vickie Grant	941-6094	941-6089
0941	Beulah Elementary	Lakysa Tolbert	941-6187	941-6183
1241	Blue Angels Elementary	Stephanie Bass	458-7415	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
0191	Cook Elementary	Cumi Thompson	595-6824	595-6823
0231	Cordova Park Elementary	Norma Ramsey	595-6839	595-6835
0271	Ensley Elementary	Anita Heard	494-5602	494-5603
0541	Ernest Ward Middle	Regina Hare	327-4685	
0281	Escambia High	Janet Williams	453-7454	453-9381
0922	Escambia Westgate	Sharon Davis	494-5739	494-5702
0291	Ferry Pass Elementary	Corisa Bonifay	494-5608	494-7480
0301	Ferry Pass Middle	Felicia Williamson	494-5654	494-5653
1281	Global Learning Academy	Angela Anglin	430-7577	
0021	Hellen Caro Elementary	GiGi Deluna	492-5323	492-3592
0602	Holm Elementary	Tonja Holland	494-5614	494-7290
0031	Jim Allen Elementary	Liz Gilmore	937-2271	937-2269
0771	Lincoln Park Elementary	Joyce Vulcano	494-5622	494-7481

COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
1201	Lipscomb Elementary	Sharon Davis	494-5723	494-5722
0863	Longleaf Elementary	Sherry Flynn	941-6121	941-6112
0921	McArthur Elementary	Gayle McVaugh	494-5627	494-5707
0741	McMillan Pre-K	Angela McGee	595-6936	595-6944
1261	Molino Park Elementary	Ginger Smith	587-5039	587-2340
0361	Montclair Elementary	Angela McGee	595-6970	595-6968
0371	Myrtle Grove Elementary	Rosemary Whalen	453-7413	453-7740
0381	Navy Point Elementary	Sheila Chambers	453-7417	453-7419
1231	Northview High	Regina Hare	327-4503	327-6106
0391	Oakcrest Elementary	Crystal Prior	595-6985	595-6988
0411	Pensacola High	Carolyn Sparks	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	Kathleen Hebert	937-2237	937-2232
0461	Scenic Heights Elementary	Ivy Salada	494-5637	494-5624
0471	Semmes Elementary	Dianna Weekley	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	Jon Blim	937-2323	937-2328
0551	Warrington Elementary	Chandra Gorham	453-7427	453-7519
0561	Warrington Middle	Tina Varvouris	453-7440 x236	453-7572

COST CENTER	SCHOOL	CONTACT	TELEPHONE	FAX
0951	Washington High	Chauncey Rease	494-5679	494-7297
0572	Weis Elementary	Lolita Odom	595-6887	595-6893
1251	West Florida High	Nicole Reed	941-6200 x2174	941-6200 x2136
0581	West Pensacola Elementary	"Ann" Barge	453-7473	453-7470
0853	Woodham Middle	Debbie Buttitta	494-5692	478-2582
0601	Workman Middle	Sharon Horne	494-5669	494-5697