



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

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

POSTING DATE:

**April 7, 2023**

PURCHASING CONTACT & TELEPHONE:

**Shelby Stidham (850) 469-6210**  
[sstidham@ecsdfi.us](mailto:sstidham@ecsdfi.us)

RFP TITLE:

**Bread for Direct Delivery to School Cafeterias**

RFP NUMBER:

**231502**

RFP OPENING DATE & TIME: **Friday, April 28, 2023, 1:30 p.m. CST**

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

The School District of Escambia County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the **School District's Purchasing Office 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 Responder. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified. **If submitting electronically, Bidders shall submit their response on BidNetDirect.com.** RFPs may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: ( EXT: ) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE\_\_\_ BIDNET\_\_\_ DEMAND STAR\_\_\_ PRIME VENDOR\_\_\_  
OTHER\_\_\_ (PLEASE SPECIFY\_\_\_) MINORITY\_\_\_ WOMEN-OWNED\_\_\_ SERVICE-DISABLED VETERAN\_\_\_

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

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

9500-PUR-029 (rev Jan 2004)

## I. INTRODUCTION

The purpose of this proposal is to establish an agreement for the direct delivery of bread products to school cafeterias in the Escambia County School District. The initial term of the agreement shall be from July 1, 2023 through June 30, 2024 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option, if exercised, shall be in effect for the period of July 1, 2024 through June 30, 2025. All pricing, terms, and conditions shall be fixed for the entire term(s) of this agreement. The District does not pay fuel adjustment charges. The quantities listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated 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.

**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 RFP, you must send a sample for review by Friday, April 21, 2023, 12:00 PM, CST. Failure to send a full case quantity sample in its original packaging and the required documentation when offering an alternate product may result in your proposal being determined “non-responsive” for that item. Unmarked boxes or bags containing loose samples are not accepted. Samples should be clearly labeled: “SAMPLE FOR RFP NUMBER #231502.”** Please schedule sample shipments accordingly. **\*If you plan to send samples, the form and instructions will be posted on the Purchasing website at <http://ecsd-fl.schoolloop.com/purchasing/bids>. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section II, Paragraph T – Samples and Brand Names on page 5.**

**QUESTIONS:** Due to time constraints, it is recommended that Responders send questions in a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Friday, April 14, 2023, 12:00 p.m., Central Standard Time.** Changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A PROPOSAL,** it shall be the sole responsibility of each Responder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if any Addenda has been issued and to obtain such Addendum. Any addendum and answers to any questions received concerning this proposal will be posted by the close of business on **Tuesday, April 18, 2023.** The direct link to the Bid/RFP Activity Section of the District website is listed below:

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

All inquiries should be sent to:

Shelby Stidham, Purchasing Agent  
Purchasing Department  
Escambia County School District  
75 N. Pace Blvd.  
Pensacola, FL 32505  
Email: [sstidham@ecsdfl.us](mailto:sstidham@ecsdfl.us)

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

## II. GENERAL TERMS AND CONDITIONS.

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

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

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit 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:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this 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 Responders must disclose the name of any company owner, officer, director or agent

who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

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

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
  
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com> at least five workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
  
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com>. 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 Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
  
- 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 proposal.
  
- BB. **MODIFICATIONS:** Changes to terms and conditions must be in writing and by mutual consent of both parties and School Board approval, if needed.

CC. **DISCONTINUED/SUBSTITUTE ITEMS:** In the event the producer/supplier replaces the specified products with a new product, the Responder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the RFP 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).

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

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

1. **The entire RFP document (pages 1 - 35) must be returned when offering.** The signature on the first page must be an original signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder must initial the change(s). Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive proposal.
2. **Return your original RFP document and one (1) copy.** The copy must be a photocopy of your original proposal and there shall be no difference 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". RFP documents may be printed double-sided with left margin, book-style binding.**
3. Copy of Responder's current business license.
4. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to Attachment A.
5. **DEPARTMENT OF AGRICULTURE, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** This form (Attachment B) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
6. **REFERENCES RELEASE:** 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 the ECSD, the School District cannot be used as one of your references. Refer to Attachment C – Form Number P-002.
7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
9. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment D) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
10. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST:** This form (Attachment G) must be signed and returned with your proposal. Failure to return this form may result in your

proposal not being accepted.

11. **E-VERIFY:** This form (Attachment H) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
  12. **RESPONDER'S VALUE ADDED SERVICE PROPOSAL.** This should include, but not be limited to, information for customer service regarding turnaround time, ordering errors, marketing materials, and display racks, if applicable.
  13. **RESPONDER'S RECALL POLCY:** A one-page summary of each Responder's recall policy and procedures with vendor contact information.
  14. **USDA CIVIL RIGHTS STATEMENT:** By submitting a Proposal, Vendor agrees to comply with this form (Attachment I). It must be returned with your RFP response. Failure to return this form may result in your Proposal not being accepted.
  15. **PURCHASES/BUY AMERICAN:** By submitting a Proposal, Vendor agrees to comply with this form (Attachment J). It must be returned with your response. Failure to return this form may result in your Proposal not being accepted.
- B. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- C. **DEFAULT:** The awarded Responder shall inform the School Food Services Department of any problems or delays in providing the awarded item(s) as required. The District shall consider excessive product cost, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in termination of the contract.
- D. **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 RFP.
- E. **DELIVERY:** The delivery of all bread products to the individual schools for the school year will be on a scheduled basis. The place of delivery for the school cafeterias shall be determined by the Food Services Department with deliveries usually occurring from 6:15 a.m. to 10:00 a.m. The Responder will be responsible for the freshness of all products when delivered and date stamped cartons will be utilized to further substantiate freshness. The Responder shall work with the Food Services Department to develop an order and delivery schedule that is acceptable with both parties.



- F. **RESPONDER QUALIFICATIONS:** Proposals will only be considered from commercial distributors who meet the qualifications listed below. Responders must also have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The District will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject RFPs where evidence submitted or investigation and evaluation indicates inability of the Responder to perform. The decision as to whether a Responder meets the qualifications stated below is at the sole discretion of the District.
1. Responder must be currently engaged in distributing commercial foods to the food service and/or retail trades.
  2. Responder must have or have access to and utilize temperature-controlled warehouse facilities capable of holding temperatures at fifty (50) to seventy (70)<sup>o</sup> F degrees for fresh bread products and zero (0) to ten (10)F degrees for frozen bread products.
  3. Responder must have or have access to and will utilize a fleet of mechanically temperature-controlled trucks or truck compartments capable of holding air temperatures at fifty (50) to seventy (70) °F degrees for fresh bread products and zero (0) to ten (10)F degrees for frozen bread products.
- G. **FACILITIES INSPECTIONS:** The District reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded vendor has a regular, bona fide establishment that is presently a going concern and is likely to continue as such. Areas of evaluation by District representatives may include, but not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect bread products.
- H. **APPLICABLE LAWS:** All products and deliveries must meet the State Board of Health and Escambia County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).
- I. **DESIGNATED CONTACT:** Awarded Responder(s) shall appoint a person to act as a primary contact for the School Food Services Office. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and conditions of this agreement.
- J. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, or the cost is significantly higher than nondomestic product, 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. Refer to Attachment J.
- K. **INCOMPLETE BID INFORMATION:** Failure to submit a completed proposal on an item prevents any consideration of your proposal on that item.
- L. **IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.

- M. **MINIMUMS:** The Responder may include a statement regarding minimum order quantities or value affecting final order processing. However, required minimum quantities will be considered in the award evaluation.
- N. **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.
- O. **RFP QUANTITIES: Quantities indicated in this RFP are estimates based on prior year usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- P. **TERM OF AGREEMENT:** All pricing, terms, and conditions of this purchasing agreement shall be fixed for the entire term(s) of this agreement. The initial term will be effective from July 1, 2023 through June 30, 2024 with a one (1) year renewal option available upon mutual consent of both parties and School Board approval. If the Responder does not wish to exercise a renewal option, the District shall receive written notification ninety (90) days prior to the renewal date. By signing this agreement, you are agreeing to honor your proposal’s prices and terms and conditions for the entire term(s) of this agreement.
- Q. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this proposal with District personnel involved with or related to this proposal, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responder’s offer.
- R. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this proposal, 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).
  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. Right to Inventions Made Under a Contract or Agreement (37 CFR 401.2(a)).
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part 200(b)].
14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].

For Small, Minority/Disabled Service Veteran and Women-owned businesses, this solicitation is also posted with the FL State OSD (Office of Supplier Diversity). We encourage all suppliers to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

- S. **INDEMNIFICATION:** The School Board of Escambia County, Florida agrees to indemnify the awarded Responder(s) to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statutes and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statutes.
- T. **RESPONDER EXPERIENCE:** Responders shall provide documentation of applicable license, certification, and certification, and/or commercial experience. The Escambia County School District reserves the right to request updated information or re-verification of Responder's license and documentation at any time during the contract period.
- U. **AWARD CRITERIA:** The award will be based on Quality, Service, Value Added Service, and Price. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. If it is in the District's best interest, the District may select up to two (2) Responders with the highest points to be recommended for the RFP awards.
1. **QUALITY.** (30 pts.) All bread products shall be free from any foreign matter. The aroma shall be fresh without a musty, metallic, or sour smell. The bread products shall have a pleasant and acceptable taste. All bread products must meet all Federal, State, local regulations and standards for production, contents, purity, whole grain-rich content, enrichment, and weight. All bread products shall meet the highest commercial grade. **All frozen bread products must arrive in a hard frozen state.** All bread products are to be delivered with no evidence of damage. Bread products shall be wrapped or packaged in clean, food grade, waxed paper or in food grade polythene bags or any other suitable non-toxic food grade wrapper to preserve freshness. It is the District's preference for fresh bread products to have a minimum shelf life of seven (7) days. A Responder's past performance for the District may be considered.
  2. **SERVICE.** (20 pts.) The Responder that receives an award under this proposal shall treat each of the ordering facilities covered under the award period as one of their best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customer covered under this award period. All products shall be delivered to individual delivery points (unless otherwise noted). No substitutions will be accepted unless authorized by the District's Food Services Management Office. **Please provide the location(s) of the bakeries that will serve the District.** The District is requesting direct delivery at a minimum of two (2) days per week for fresh bread products and one (1) day per week for frozen bread products. A Responder's

past performance for the District may be considered.

3. **VALUE ADDED SERVICE.** (10 pts.) Please indicate what type of Value-Added Services (i.e. any service that will provide additional knowledge and assistance from the vendor to the customer that will help increase customer satisfaction, such as on-line ordering, marketing materials, nutrition educational materials) your company can provide to the District. The Responder shall clearly detail procedures and frequency of customer support/service visits plan to each customer. The Responder shall submit it with your proposal response.
4. **TOTAL PRICE.** (40 pts.) The best response will receive the highest number of points for total pricing with all other responses receiving an amount less than the maximum points.

#### **IV. SCOPE OF WORK OR SERVICES**

- A. **PRODUCT QUALITY:** Refer to above Section III, Paragraph U - Award Criteria, #1- Quality. If a product is rejected due to quality issues, the Responder is required to redeliver the product on the same day or early in the morning of the next school day based on the customer's needs. This is a mandatory procedure. In the event any of the items listed in this RFP are not available domestically, the Responder shall submit complete information including product origin with your proposal.
- B. **PRODUCT AVAILABILITY:** If, for any reason item(s) ordered by a cafeteria cannot be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one (1) day prior to scheduled delivery date and the Responder should offer substitution options.
- C. **REJECTION PROCEDURES:** The School District and Cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this RFP. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for non-conforming bread products.
- D. **RESPONDER PERFORMANCE:** The Responder must maintain an acceptable level of performance throughout the term of the contract and is required to provide fresh bread in compliance with current ECSD Standards. Supplies transported in vehicles that are not sanitary and equipped to maintain prescribed temperatures may be rejected. The District reserves the right to inspect vendor vehicles and all operating plants and facilities. Whether the product meets current ECSD standards will be determined by the Food Services Office.
- E. **ACT OF GOD:** The Responder shall have a plan for distribution of unused product in the event of an "Act of God," such as hurricane, etc., where the Responder would be expected to move as much ordered product as possible to its other customers in the event a school should have to be closed without notice. In the event the Responder's facilities are affected by an Act of God (i.e. hurricane, etc.) and the Responder cannot deliver when scheduled, the Responder should notify the School Food Services Office at their first opportunity so the District can make other arrangements for the effected period.
- F. **QUALITY CONTROL/RECALL:** Quality Control Reports are an internal tool used by school cafeteria managers to communicate to the School Food Services Office issues regarding service, quality of product, contamination, and so forth. Quality Control Reports addressing contamination or any other urgent issues must be responded to immediately by the vendor in writing. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within seven (7) calendar days of notification.
- G. **FOOD SAFETY AND RECALLS:** Ensuring the safety of the food supply is critical to ECSD. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:

1. Provide accurate and timely communication to ECSD regarding a food recall.
  2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
  3. Streamline the process for reimbursement for recalled product.
  4. A one-page summary of each Responder's recall policy and procedures with vendor contact information is to be submitted with this proposal.
- H. **DELIVERY:** Fresh bread deliveries shall be made, at minimum, two (2) times per week between 6:15 a.m. and 10:00 a.m., if the cafeteria staff is on duty. Frozen bread deliveries shall be made one (1) time per week. For fresh bread products, any delivery frequency under two (2) times per week must be approved by the School Food Services Office and will be communicated to the Responder by email from the School Food Services Office, with a copy of each notification going to the Purchasing Department. The Responder must accept delivery change by return email to Food Services Office, with copy to Purchasing. This document will become part of the contract agreement. Any future change in delivery frequency must also go through the same process. Access to District campuses will be Monday through Friday, except school holidays, partial or unscheduled closing days. When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day or the prior school day. This does not preclude the Responder or the cafeteria manager from making periodic adjustment requests for convenience of either party providing both parties are in agreement. Such changes should be rare and reasonable in nature. **Under no circumstances should bread products be left unattended on a loading dock. All products must be delivered during a time when cafeteria staff is present. Delivered products shall not be left with custodial, security, or any other non-cafeteria school staff.** Any request for change in delivery service or receiving personnel must be submitted in writing to the Escambia County Food Services Management Department.
- I. **DELIVERY ACCURACY AND PRODUCT QUALITY:** Awarded Responder is expected to make deliveries with a minimum of errors. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All bread products must be delivered fresh or frozen, sanitary, and in temperature-controlled condition.
- J. **ITEM SUBSTITUTION:** Each item that is delivered must meet the minimum bread specifications, price, and pack size that is offered in your proposal. Changes in pack size due to unavailability shall be allowed if approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price **with adequate advance notice and prior approval** from the School Food Services Office. All outages and substitutions must be submitted to the School Food Services Department no later than twenty-four (24) hours prior to delivery. Excessive occurrences of out-of-stock items may be cause for contract cancellation.
- K. **BREAD RACKS:** Bread racks are to be delivered in clean condition, free of debris. Empty racks must be removed when deliveries are made. Two (2) sets of dollies shall be provided for each school prior to school opening. Upon award, the successful Responder will be provided a calendar showing school start dates, holidays, and other closed school dates. District calendars may be requested at any point by the Responder by contacting the Food Services Department at 850-469-5635.
- V. **INVOICES, STATEMENTS AND PAYMENTS.** Invoices for the purchase of food and nonfood supplies made for schools are to be paid by the Food Services Central Accounting Office. In order to facilitate the handling of these invoices, all Responders must adhere to the following instructions:
- A. **CAFETERIA COST CENTER NUMBER:** Each Invoice shall list the School Cafeteria Cost Center on it. A list of these cost center numbers is on Attachment K.
  - B. **DELIVERY DATES/PERIOD:** Each invoice shall indicate the delivery dates.

- C. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of item offered on their proposal. Unit prices for items shall be recorded in the unit of measure presented in the RFP. All invoices shall be accurately extended.
- D. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in triplicate; and all three (3) copies must be signed by the cafeteria manager or their authorized representative. The three (3) copies will be distributed as follows and contain the following information:
1. Two (2) copies left with manager at the time of delivery.
  2. One (1) copy returned to vendor.
  3. A list of school cafeterias with contact name and phone number for each school is on Attachment K – School Cost Center and Contact List.
  4. The Responder shall forward on a weekly basis signed invoices, as per attached list of schools directly to the School Food Services Central Accounting Office. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. As an acceptable alternative, vendors may bill by statements only, providing that invoice numbers appear on each school cafeteria statement. Under normal conditions, payment may be expected within thirty (30) days after the invoices/statements are received in the Food Service Accounting Office.
  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 to the following:

Escambia County School District  
Food Service Accounting Office  
75 N. Pace Blvd.  
Pensacola, FL 32505

## VI. SPECIFICATIONS AND PRICING

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

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

1. A thirty (30) day written advance notice is required for any price adjustment. Notice shall include the reason for the increase, amount of the increase, items affected, effective date, and documentation to support that an increase has taken effect or is imminent.
2. Orders issued and received by the vendor prior to any announced price increase shall be provided at the original purchase price and not subject to any increases.

3. Any increases will be subject the agreement for review for possible termination, rebidding, and/or renegotiation.
4. No price adjustment will be considered for ninety (90) days from the effective agreement date (September 29, 2023).
5. If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the District and the awarded vendor, the awarded vendor shall provide the designated Purchasing Agent on page 1, with written justification to continue the pricing adjustment. If the awarded vendor does not provide the quarterly update, the pricing shall revert back to the original pricing submitted by the awarded vendor.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
1	11,000	Loaf	<p>BREAD, WHOLE WHEAT, KING (0520020):            Bread, fresh or frozen, whole wheat, sliced to measure approximately 4" x 4-1/2". Minimum weight 28 grams per slice. Each bread slice must provide at least one (1) grain per Child Nutrition Program. Sodium not to exceed 150 mg per slice. Bread must be produced using <b>both "white" flour and 51% whole wheat. Whole wheat flour must be the first listed ingredient (or second after water).</b></p>	<p style="text-align: center;"><b>Fresh</b></p> <hr/> <p style="text-align: center;">Minimum Pack Size</p> <hr/> <p style="text-align: center;">Full Pack Size</p>
			<p><u>Approved Brand(s) or Accepted Alternate:</u>  <b>Fresh:</b>            Sara Lee/Earthgrains #3239            Colonial Institutional #8958            Roman Meal #302-1590-0</p> <p><b>Frozen:</b>            Anytime Baking #20100            Sky Blue #WGSB826            Super Bakery #7677            B4S Flowers #99817370</p>	<p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;"><b>Frozen</b></p> <hr/> <p style="text-align: center;">Minimum Pack Size</p> <hr/> <p style="text-align: center;">Full Pack Size</p>
			<p><b>Estimate Quantity Based on Twenty-Six (25) Slices Per Loaf.</b></p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p>	<p style="text-align: center;"><b>TOTAL COST:</b></p> <p style="text-align: center;"><b>\$</b> _____</p> <p style="text-align: center;"><b>Fresh</b></p>
			<p>Brand/Number Offered (Fresh Bread)</p>	<p style="text-align: center;"><b>\$</b> _____</p>
			<p>Brand/Number Offered (Frozen Bread)</p>	
			<p>Packed By _____</p>	
			<p>Comments:</p>	



ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
2	46,000	Pkg.	<p>HAMBURGER ROLLS, WHOLE WHEAT (0520051):  Hamburger roll, fresh or frozen, whole wheat, sliced to measure approximately 3-7/8" in diameter. Each bun must provide at least two (2) grains per Child Nutrition Program. Minimum weight 56 grams per roll. Sodium not to exceed 280 mg per roll. Rolls must be produced using <b>both enriched "white" flour and 51% whole wheat flour</b> to give the taste and texture of a traditional all "white" roll. <b>Whole wheat flour must be the first listed ingredient (or second after water).</b></p>	<p>Fresh</p> <hr/> <p>Minimum Pack Size</p> <hr/> <p>Full Pack Size</p>
			<p><u>Approved Brand(s) or Accepted Alternate:</u>  <b>Fresh:</b>  Sara Lee/Earthgrains #41064</p> <p><b>Frozen:</b>  Anytime Baking #20300  Sky Blue Bakery #WGHAM168  Super Bakery #7671  B4S Flowers #99828510</p>	<p>OR</p> <p>Frozen</p> <hr/> <p>Minimum Pack Size</p> <hr/> <p>Full Pack Size</p>
			<p><b>Estimate Quantity Based on Eight (8) Buns Per Package.</b></p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p>	<p>TOTAL COST:</p> <p>\$ _____</p> <p>Fresh</p>
			<p>Brand/Number Offered (<b>Fresh Bread</b>)</p>	<p>\$ _____</p> <p>Frozen</p>
			<p>Brand/Number Offered (<b>Frozen Bread</b>)</p>	
			<p>Packed By _____</p>	
			<p>Comments:</p>	

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
3	14,500	Pkg.	<p>HAMBURGER SLIDER ROLLS, WHOLE WHEAT (0520060):  Hamburger rolls, split, fresh or frozen, whole wheat, small sized for "sliders", approximately 3" in diameter. Minimum weight 28 grams per roll. Each roll must provide at least one (1) grain per Child Nutrition Program. Sodium not to exceed 150 mg per roll. Rolls must be produced using <b>both enriched "white" flour and 51% whole wheat flour</b> to give the taste and texture of a traditional all "white" roll. <b>Whole wheat flour must be the first listed ingredient (or second after water).</b></p>	<p>Fresh</p> <hr/> <p>Minimum Pack Size</p> <hr/> <p>Full Pack Size</p>
			<p><u>Approved Brand(s) or Accepted Alternate:</u>  <b>Fresh:</b>  Sara Lee/Earthgrains #5538</p> <p><b>Frozen:</b>  Hadley #351  Klosterman #3939  Bid Business # 13740680  B4S Flowers #99829670</p>	<p>OR</p> <p>Frozen</p> <hr/> <p>Minimum Pack Size</p> <hr/> <p>Full Pack Size</p>
			<p><b>Estimate Quantity Based on Twenty-four (24) Buns Per Package.</b></p> <p>Minimum Pack Size Available: _____</p> <p>Full Pack Size: _____</p>	<p>TOTAL COST:</p> <p>\$ _____</p> <p>Fresh</p>
			<p>Brand/Number Offered (<b>Fresh Bread</b>)</p>	<p>\$ _____</p>
			<p>Brand/Number Offered (<b>Frozen Bread</b>)</p>	<p>Frozen</p>
			<p>Packed By _____</p> <p>Comments:</p>	

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
4	8,000	Pkg.	ROLLS, WHOLE WHEAT (NEW ITEM, NO ID#): Rolls, fresh or frozen, whole wheat, small sized, approximately 3" in diameter. Minimum weight 28 grams per roll. Each roll must provide at least one (1) grain per Child Nutrition Program. Sodium not to exceed 150 mg per roll. Rolls must be produced using both enriched "white" flour and 51% whole wheat flour to cover the taste and texture of a traditional "white" roll. Whole wheat flour must be the first listed ingredient (or second after water).	Fresh  _____ Minimum Pack Size  _____ Full Pack Size
			<u>No Approved Brand(s) or Approved Alternates:</u>  *SAMPLE REQUIRED*	OR  Frozen
			<b>Estimate Quantity Based on Twenty-four (24) Buns Per Package.</b>  Minimum Pack Size Available: _____  Full Pack Size: _____  Brand/Number Offered ( <b>Fresh Bread</b> ) _____  Brand/Number Offered ( <b>Frozen Bread</b> ) _____  Packed By _____  Comments:	_____ Minimum Pack Size  _____ Full Pack Size  TOTAL COST:  \$ _____ Fresh  \$ _____ Frozen

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
5	8,500	Pkg.	FRANKFURTER ROLLS, WHOLE WHEAT (0520071): Frankfurter roll, fresh or frozen, whole wheat, standard sized, 6" in length. Minimum weight of 56 grams per roll. Each roll must provide at least two (2) grains per Child Nutrition Program. Sodium not to exceed 280 mg of sodium per roll. Rolls must be produced using <b>both enriched "white" flour and 51% whole wheat flour</b> to give the taste and texture of a traditional all "white" roll. <b>Whole wheat flour must be the first listed ingredient (or second after water)</b> .	Fresh  <hr/> Minimum Pack Size   <hr/> Full Pack Size  OR  Frozen
			<u>Approved Brand(s) or Accepted Alternate:</u> <b>Fresh:</b> Sara Lee/Earthgrains #41060  <b>Frozen:</b> Anytime Baking #20200 Sky Blue Bakery #WGHOT188 Super Bakery #7675 B4S Flowers #99828820	Frozen  <hr/> Minimum Pack Size  <hr/> Full Pack Size
			<b>Estimate Quantity Based on Eight (8) Buns Per Package.</b>  Minimum Pack Size Available: _____  Full Pack Size: _____  <hr/> Brand/Number Offered ( <b>Fresh Bread</b> )  <hr/> Brand/Number Offered ( <b>Frozen Bread</b> )  <hr/> Packed By _____  Comments:	TOTAL COST:  \$ _____ Fresh  \$ _____ Frozen

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
6	30,500	Pkg.	HOAGIE ROLL, WHOLE GRAIN (0520170): Hoagie roll, fresh or frozen, whole grain, 6", split, to be used for submarine sandwiches. Minimum weight 56 grams per roll. Each roll must provide at least two (2) grains per Child Nutrition Program. Sodium level not to exceed 360 mg per roll. Rolls must be produced using <b>both enriched "white" flour and 51% whole wheat flour</b> to give the taste and texture of a traditional all "white" roll. <b>Whole wheat flour must be the first listed ingredient (or second after water).</b>	Fresh  <hr/> Minimum Pack Size  <hr/> Full Pack Size
			<u>Approved Brand(s) or Accepted Alternate:</u> <b>Fresh:</b> Sara Lee/Earthgrains #41061  <b>Frozen:</b> Anytime Baking #20303 Sky Blue Bakery #WGSUB612 Klosterman #3747 B4S Flowers #99892430	OR  Frozen  <hr/> Minimum Pack Size
			Estimate Quantity Based on Eight (8) Buns Per Package.  Minimum Pack Size Available: _____  Full Pack Size: _____	<hr/> Full Pack Size  TOTAL COST:  \$ _____
			Brand/Number Offered (Fresh Bread)	\$ _____ Fresh
			Brand/Number Offered (Frozen Bread)	\$ _____ Frozen
			Packed By _____	
			Comments:	

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
7	85	cs	<p>FLOUR TORTILLAS, WHOLE GRAIN (0512081):            Flour tortilla, fresh or frozen, whole grain rich, soft taco style, approximately 9-10" in diameter. Minimum weight 56 grams per tortilla. Each tortilla should provide at least two (2) grains per Child Nutrition Program. Sodium level not to exceed 350 mg. per tortilla wrap. <b>Whole wheat flour must be the first listed ingredient.</b> Packed a minimum of 6-8 tortillas per pack. Sixteen (16) packs per case.</p>	<p style="text-align: center;"><b>Fresh</b></p> <hr/> <p style="text-align: center;"><b>Minimum Pack Size</b></p> <hr/> <p style="text-align: center;"><b>Full Pack Size</b></p>
			<p><u>Approved Brand(s) or Accepted Alternate:</u>  <b>Fresh:</b>            Mission #4277</p> <p><b>Frozen:</b>            Azteca #06909</p>	<p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;"><b>Frozen</b></p>
			<p><b>Estimate Quantity Based on Six (6) Tortillas Per Pack.</b></p> <p>Minimum Pack Size Available: _____            D</p> <p>Full Pack Size: _____            D</p>	<hr/> <p style="text-align: center;"><b>Minimum Pack Size</b></p> <hr/> <p style="text-align: center;"><b>Full Pack Size</b></p>
			<p>Brand/Number Offered (<b>Fresh Bread</b>)</p>	<p style="text-align: center;"><b>TOTAL COST:</b></p>
			<p>Brand/Number Offered (<b>Frozen Bread</b>)</p>	<p>\$ _____  <b>Fresh</b></p>
			<p>Packed By _____</p>	<p>\$ _____  <b>Frozen</b></p>
			<p>Comments:</p>	

**DRUG FREE WORKPLACE**

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

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

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

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

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



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. 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;
- B. 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	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 6329992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program\\_intake@usda.gov](mailto:program_intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.



*Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM P-002  
Reference Release Form

\_\_\_\_\_ (Name/ Title) \_\_\_\_\_ (Name of Company)

give the Escambia County School District, Florida authorization to check our company's previous performance.

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

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

CONTACT'S EMAIL ADDRESS:

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

CONTACT'S EMAIL ADDRESS:

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

**USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

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

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

\_\_\_\_\_  
Date Title

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

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

NON-COLLUSION AFFIDAVIT

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

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

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

RESPONDER is the

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

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

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

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

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

By \_\_\_\_\_

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

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

My Commission Expires:  
\_\_\_\_\_

**ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (ATTACHMENT F)**

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a “contractor” as “an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).” To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.**

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

Approved:

Initials of Each Signatory:



\_\_\_\_\_  
Ellen D. Odom, General Counsel  
Escambia County, School Board  
75 N. Pace Blvd., Pensacola, FL 32505  
05/17/21

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Florida Statutes  
287.135

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Company Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Company Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Print Name and Title: _____

State of Florida
Vendor Certification Regarding E-Verify

Form with fields for Respondent Vendor Name, Vendor FEIN, Vendor's Authorized Representative Name and Title, Address, City, State, ZIP, Phone Number, and Email Address.

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

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

## ATTACHMENT I

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).



**PURCHASES /BUY AMERICAN**

- a. The VENDOR shall retain title of all purchased food and nonfood items.
- b. The VENDOR shall purchase, to the maximum extent practical, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.
- c. The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- d. The VENDOR may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- e. The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- f. The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.
- g. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.
- h. The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- i. The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d) /and FNS Policy Memo SP 38-2017. The following must be documented for each approval:
  - i. Consideration made for the use of domestic alternative foods before approving an exception.
  - ii. The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
  - iii. The use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

**2022-2023**  
**Escambia County School Cafeteria Contact List**

**NOTE: If you are going to be late or miss work all together, you must call the school cafeteria and let them know ASAP.**

SCHOOL	CAFETERIA MANAGER	SCHOOL ADDRESS	TELEPHONE #
Bailey Middle	Kathleen Raughton	4110 Bauer Road, Pensacola, FL 32506	806-5930
Bellview Elementary	Jeremy King	4425 Bellview Avenue, Pensacola, FL 32526	941-6067
Bellview Middle	Vickey Grant	6201 Mobile Hwy., Pensacola, FL 32526	777-5813
Beulah Elementary	Lakysa Tolbert	6201 Helms Road, Pensacola, FL 32526	941-6187
Beulah Middle	Debbie Buttitta	6001 W. Nine Mile Road, Pensacola, FL 32526	316-3866
Blue Angels Elementary	Stephanie Bass	1551 Dog Track Road, Pensacola, FL 32506	453-7403
Bratt Elementary	Julie Pierce (Temp. Mgr.)	5207 Spring Street, Jay, FL 32565	781-2301
Brentwood Elementary	Ron Mixon	4820 N. Palafox Street, Pensacola, FL 32505	595-6805
Brown Barge Middle	Seann Ryan (Asst. Mgr.)	201 Hancock Lane, Pensacola, FL 32503	494-5646
Cook Elementary	Jodie Morse (Asst. Mgr.)	1310 N. 12th Avenue, Pensacola, FL 32503	595-6826 ext. 229
Cordova Park Elementary	Loretta Wilson (Asst. Mgr.)	2250 Semur Road, Pensacola, FL 32503	595-6839
Ensley Elementary	Anita Heard	501 E. Johnson Avenue, Pensacola, FL 32514	494-5602
Ernest Ward Middle	Susan Steadham	7650 FL-97, Walnut Hill, FL 32568	761-6301 ext 116
Escambia High	Janet Williams	1310 N. 65th Avenue, Pensacola, FL 32506	453-7454
Ferry Pass Elementary	Lela Emerson	131 Camden Rd., Pensacola, FL 32534	259-4595
Ferry Pass Middle	Na'Keil Lovelace	8355 Yancey Avenue, Pensacola, FL 32514	494-5654
Global Learning Academy	Yolanda Hardy	100 N. "P" Street, Pensacola, FL 32505	430-7577
Hellen Caro Elementary	Gigi Deluna	12551 Meadson Road, Pensacola, FL 32506	492-5323
Holm Elementary	Heather Henderson	6101 Lanier Drive, Pensacola, FL 32504	876-7190
Jim Allen Elementary	Ginjer Smith	1051 County Hwy. 95A, Cantonment, FL 32533	937-2271
Kingsfield Elementary	Lezlie McLaughlan (Asst. Mgr.)	900 W. Kingsfield Road, Cantonment, FL 32533	937-5213
Lincoln Park Elem.	TBD (Asst. Mgr.)	7600 Kershaw Street, Pensacola, FL 32534	494-5622
Lipscomb Elementary	Lisa Luoma	10200 Ashton Brosnanham Dr., Pensacola, FL 32534	494-5723
Longleaf Elementary	Sherry Flynn	2600 Longleaf Drive, Pensacola, FL 32526	941-6121
McArthur Elementary	Peggy Griffith	330 E. Ten Mile Road, Pensacola, FL 32534	494-5627
Molino Park Elementary	Shelly McAthur (Asst. Mgr.)	899 FL-97, Molino, FL 32577	754-5131
Montclair Elementary	Chioma Scott-Johnson	820 Massachusetts Avenue, Pensacola, FL 32505	595-6970
Myrtle Grove Elementary	Darcy Carter	6115 Lillian Highway, Pensacola, FL 32506	453-7413
Navy Point Elementary	Ruth Stricker	1321 Patton Drive, Pensacola, FL 32507	453-7417
Northview High	Susan Steadham	4100 County Road 4, Jay, FL 32565	761-6019
Oakcrest Elementary	Tabitha Scott	1820 Hollywood Avenue, Pensacola, FL 32505	595-6985
Pensacola High	Carolyn Sparks	500 W. Maxwell Street, Pensacola, FL 32501	595-1523
Pine Forest High	Cumi Thompson	2500 Longleaf Drive, Pensacola, FL 32526	941-6160
Pine Meadow Elem.	Tonja Holland	10001 Omar Avenue, Pensacola, FL 32534	494-5632
Pleasant Grove Elem.	Jolene Greene	3000 Owen Bell Lane, Pensacola, FL 32507	492-4319

**2022-2023**  
**Escambia County School Cafeteria Contact List**

**NOTE: If you are going to be late or miss work all together, you must call the school cafeteria and let them know ASAP.**

SCHOOL	CAFETERIA MANAGER	SCHOOL ADDRESS	TELEPHONE #
Ransom Middle	Talia Henderson	1000 W. Kingsfield Road, Cantonment, FL 32523	937-2237
Scenic Heights Elem.	Jan Padula	3801 Cherry Laurel Drive, Pensacola, FL 32504	494-5637
Semmes Elementary	Ed Carroll	1250 E. Texar Drive, Pensacola, FL 32503	595-6974
Sherwood Elementary	Suzanne Berry	501 Cherokee Trail, Pensacola, FL 32506	453-7422
Suter Elementary	Aimee Ault	501 Pickens Avenue, Pensacola, FL 32503	595-6812
Tate High	Machelle Easley	1771 Tate Road, Cantonment, FL 32533	937-2323
Warrington Elementary	Larry Lamont	220 N. Navy Boulevard, Pensacola, FL 32507	453-7427
Warrington Middle	Debra Arms	450 S. Old Corry Field Road, Pensacola, FL 32507	453-7445
Washington High	Dianna Weekley	6000 College Parkway, Pensacola, FL 32504	494-5679
Weis Elementary	Lauren Elliott	2701 N. "Q" Street, Pensacola, FL 32505	595-6887
West Florida High	Chandra Gorham	150 East Burgess Road, Pensacola, FL 32503	876-7382
West Pensacola Elem.	Ann Barge	801 N. 49th Avenue, Pensacola, FL 32506	453-7473
Workman Middle	Sharon Horne	6299 Lanier Drive, Pensacola, FL 32504	876-7032