

## THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 215 WEST GARDEN STREET PENSACOLA, FL 32502

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

POSTING DATE:

October 18, 2010

PURCHASING CONTACT & TELEPHONE: Marguerite Van Nostrand, (850) 469-6209 mvannostrand@escambia.k12.fl.us

RFP TITLE: Breakfast and Lunch Entrees RFP NUMBER: 110703

#### RFP OPENING DATE & TIME: Monday, November 8, 2010, 3:30 p.m., Central Standard Time NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 215 West Garden Street, Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE\_\_\_\_ BIDNET\_\_\_\_ DEMAND STAR\_\_\_\_ PRIME VENDOR\_\_\_\_ OTHER\_\_\_\_ (PLEASE SPECIFY\_\_\_\_\_\_)

(EXT:

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

TITLE:	DATE:
AUTHORIZED SIGNATURE:	TYPED OR PRINTED NAME:

9500-PUR-029 (rev Jan 2004)

#### I. INTRODUCTION

This solicitation covers breakfast and lunch entree requirements for school cafeterias for the six-month period beginning January 1, 2011 and ending June 30, 2011. Prices, terms, and conditions of this agreement cover all purchases for the products listed in this document for the entire term of this agreement. The quantities and delivery dates 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 adjust shipment dates, reduce the number of shipments and/or purchase additional quantities at the RFP price at any time during the RFP period. By signing this agreement you are agreeing to honor your proposal's price for the entire term of the agreement.

If bidding a brand and/or product OTHER THAN AS SPECIFIED, SAMPLES ARE REQUIRED. Please make a notation in the comments section if you are sending a sample. If you bid a product that is not preapproved in this RFP, you must send a sample for review by Wednesday, November 3, 2010, 11:30 AM, CST. Failure to send a sample and required documentation when bidding an alternate will result in your bid being determined as "nonresponsive" for that item. Samples should be clearly labeled <u>"SAMPLE FOR RFP NUMBER</u> <u>110703."</u> If you plan to send samples, contact the Escambia County School District Purchasing Office by email <u>mvannostrand@escambia.k12.fl.us</u> or by fax at (850) 469-6271. A form will be sent to you via email or fax. This form must be completed prior to samples being sent. The location to ship the samples will be noted on the form.

#### **II. GENERAL TERMS AND CONDITIONS**

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

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. RFP OPENING AND FORM: Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. <u>The public opening will acknowledge</u> <u>receipt of the Proposals only; details concerning pricing or the offering will not be announced. All</u> <u>proposals submitted shall become public record upon an announcement of a recommended</u> <u>award or ten days after the opening date whichever occurs first. To protect any confidential</u> <u>information contained in their Proposal, companies must invoke the exemptions to disclosure</u> <u>provided by law in response to the RFP, and must identify the data and other material to be</u> <u>protected, and must state the reasons why such exclusion from public disclosure is necessary.</u>
- C. WARRANTY: All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.

- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER: The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS: The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

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

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

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. TERMINATION: DEFAULT: The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. CONVENIENCE. The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Districts sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. DRUG-FREE WORKPLACE: Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

- R. PERFORMANCE: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no RFP or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION: The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this 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) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at http://old.escambia.k12.fl.us/adminoff/finance/purchasing/ at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST: RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <u>http://old.escambia.k12.fl.us/adminoff/finance/purchasing/.</u> 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 regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this 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.
- **III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
  - A. DOCUMENTATION AND REQUIRED ENCLOSURES: All documents listed below must be returned in their entirety. Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.
    - 1. USDA (United States Department of Agriculture), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: This form (located in the back section of RFP document) must be signed and returned with the RFP.
    - 2. The entire RFP document (pages 1 65) must be returned when bidding. Signature on the first page must be an original signature no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.

- 3. Product specification sheet or certifications must be attached if requested for item bid in the Specifications and Pricing Section <u>and/or</u> if bidding alternate items.
- 4. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002, contained within this document.
- 5. USDA Certificate of Independent Price Determination. This form (located in the back section of RFP document) must be signed and returned with the RFP.
- 6. Non-Collusion Affidavit. This form (located in the back section of RFP document) must be signed and returned with the RFP.
- B. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.465. Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: http://old.escambia.k12.fl.us/adminoff/finance/purchasing/. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- C. **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered.
- D. **GRADES FOR FOOD:** Grades for foodstuffs are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item.
- E. PROCESSING AND DELIVERY CONDITIONS: All products must be:
  - 1. Processed in a USDA continuously inspected and approved plant.
  - 2. All proposals submitted for fruits and vegetables are to be from the current growing season unless otherwise indicated in the RFP document. If prior growing season's product is bid, vendor <u>must state pack date</u> along with the price submitted.
  - 3. All products delivered shall have been processed and packed in accordance with good commercial practices. All meat items in this RFP must be inspected and passed by the U.S. Department of Agriculture Meat Inspection Division.

- 4. If a product that has been approved is found to be unacceptable when used in schools, the School Board reserves the right to remove product from our approved list.
- 5. All cases and cans shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of at least eight (8) to twelve (12) months.
- 6. The supplier guarantees products against swells for a period of eight (8) months after delivery.
- 7. Unless specifications state otherwise, all cans shall be filled slack cans are not acceptable.
- F. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, <u>no food items covered by this RFP are to be imported</u>, imported and repacked, or imported and labeled with an American Processor or Distributor's label.
- G. **INCOMPLETE RFP INFORMATION:** Failure to submit complete information on an item prevents any consideration of your proposal on that item. We must have Minimum Drained Weight (MDW) and/or yield when requested.
- H. **IRRADIATION PROCESS:** Do <u>not</u> bid any food items preserved by the use of an irradiation process.
- I. **MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- J. RFP QUANTITIES: Quantities indicated and delivery dates in this RFP are estimates based on prior usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- K. **TERM OF AGREEMENT:** All prices, terms and conditions of this purchasing agreement will be in effect from January 1, 2011 through June 30, 2011.
- L. **EVALUATION CRITERIA:** Evaluation of proposals by the Evaluation Committee (consisting of representatives of the District's Food Services Department and Purchasing Department) will be made to ascertain which proposer best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award will be made on the following criteria:
  - 1. <u>Line Item by Low Price</u>: Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list and product is not tied to a minimum requirement or lot award. Products are approved prior to posting of RFP and are listed in the Specifications and Pricing Section (Section VIII) for each item.
  - 2. All Line Items not included in Item 1 above:
    - a. Bidder provided sample to District for testing. (25 Points Maximum)
    - b. Product tested in approved District taste testing. (20 Points Maximum)
    - c. Product is low price for line item. (50 Points Maximum)
    - d. National Recognition of Product. (5 Points Maximum)
  - 3. <u>Minimum Order Requirements or Award by Lots:</u> Aggregate low price for all line items in the lot (i.e. all cereal would be one lot) will be awarded to one vendor.

M. DISTRICT TASTE TEST: A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in district menu development. The students will participate in a blind taste test and are given a score sheet to rate each item as acceptable or unacceptable. The test results are tallied and each item is given an approved or unapproved status based on a substantial majority vote. If an item will be used exclusively for a la carte sales, there is an additional question on the score sheet which asks if a student would pay a specified amount for the product. In some instances, new products are tested on the reimbursable meal line and approval is based on verbal student feed back and/or sales.

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

- A. **ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no bidder is prevented from bidding on different kinds and sizes of containers and/or number of units in a shipping case.
  - 1. Any alternate packaging offered must be substantially equivalent **and listed as an alternate proposal/bid**.
  - 2. Changes in packaging and packing offered by the bidder must be clearly indicated in their proposal and will be given consideration to the extent deemed consistent with the best interests of the District.
- B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.
- C. LOT IDENTIFICATION: All lots shall bear the correct commercial label that conforms to the brand you are bidding.
- D. **BRAND/TRADE NAME:** Bidder shall indicate in the bid request for each lot against which a request is submitted, the brand or trade name by which the product offered is identified. All labeling must conform to FDA and USDA labeling regulations for institutional foods.
- E. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the bidder in his proposal/bid, unless otherwise specifically approved and authorized.
- F. **SHIPPING CONTAINERS OVER 25 POUNDS:** Marking of shipping containers packed to more than 25 pounds net weight:
  - 1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.
  - 2. The markings shall be located in the following sequence on one end of the container:
    - a. <u>Upper left hand area.</u> The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.
    - b. <u>Upper right hand area.</u> The date of initial certification by the USDA meat grader (month, day, and year). Lot number and box number when product is designated by lot, the numerical entry may be applied with a felt-tip pen, crayon, or pencil.

- c. <u>Lower left hand area.</u> The applicable grade or selection (U.S. Prime, U.S. Choice, etc.), and Purchase Order (P.O.) Number.
- d. <u>Lower right hand area.</u> The net weight of product (the numerical entry may be applied with a felt-tip pen, crayon, or pencil).

#### V. ORDER PLACEMENT AND DELIVERY PROCEDURES

A. ORDERING PROCEDURES: No direct ordering of food items by individual cafeterias is permitted. All orders for the items in this RFP will be issued to the vendor from the Purchasing Office of the School District of Escambia County. This also applies to any additions, deletions, or other alterations to existing orders.

#### B. SHIPPING/RECEIVING REQUIREMENTS:

- 1. ALL MERCHANDISE OF 50 CASE LOTS OR MORE WILL COME <u>PALLETIZED</u> ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 45" FROM <u>BOTTOM OF PALLET</u> TO TOP OF STACK. SLIP SHEET PACKING WILL ALSO BE ACCEPTED. <u>Products requiring stacking</u> over 45" high for shipping purposes must have an additional slip sheet placed at the 45" level to facilitate down stacking and storage of product being delivered to Warehouse.
- 2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least 24 hours in advance by contacting District Warehouse personnel at (850) 469-5321 or (850) 459-5623.

Delivery times for frozen/refrigerated food items are as follows:						
Mondays	8:30 am – 1:30 pm Central Time					
Tuesdays-Fridays	7:30 am – 1:30 pm Central Time					

Delivery times for all other commodities: Mondays – Fridays 7:30 am – 2:00 pm Central Time

- 3. Delivery must be made directly to the school system's warehouse located at 51 East Texar Drive, Pensacola, Florida, as designated on purchase order.
- C. **IMPS CERTIFICATION:** Any product bid to be supplied under IMPS (Institutional Meat Purchase Specifications) Certification with grade certificate will have a carton net weight examination. **NOTE:** Scales shall be certified in accordance with Meat Grading and Certification Branch Instructions.
- D. **DESTINATION INSPECTION:** Final acceptance of all products will be by the consignee at the point of delivery. Consignee shall reject:
  - 1. Products that are not identified with the appropriate "USDA Accepted as Specified" stamp.
  - 2. Products that are appropriately identified with that stamp but which have other obvious, major deviations from specification requirements. Products certified by the USDA but which, in the opinion of the consignee, have deviations from the specification requirements which do not materially affect the usability of the product, may be tentatively accepted subject to verification of such deviations by local USDA meat grading personnel. All deviations from the specifications noted at the point of delivery must be reported promptly to local USDA meat grading personnel who are instructed to investigate all such reports without a delay.
- E. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Contractors shall ensure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haccp (Hazard Analysis Critical Control Points) regulations. At destinations all products

shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.

- F. DELIVERY EQUIPMENT (FROZEN FOOD): The successful bidder and/or his delivering carrier will utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38°F will be maintained for cooler (non-frozen) products and 0°F or below for frozen food items. <u>This must be evident upon its arrival at our warehouse. All frozen food</u> <u>items must arrive in a hard frozen state.</u>
- G. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION:** All products delivered will be processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the Warehouse Manager, the Food Services Staff, the local Health Department, or USDA Health Inspector, been for any reason rendered unfit for human consumption, will be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and or shows signs of thawing and re-freezing would fall in the above category.

#### VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases of food and all non-food supplies made for the District's Food Service Program will be paid by the Food Service Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions since delivery of product to our central warehouse may be made several ways, invoicing should be handled as follows:

- A. DELIVERIES MADE BY BIDDER'S OWN CONVEYANCE: When deliveries are made via the bidder's own conveyance, delivery receipts or packing slips should accompany the merchandise to the warehouse. An original and two (2) copies will be provided the Warehouse Manager (or his authorized representative) who will sign all copies if the shipment is complete and in good order. The Warehouse Manager will retain the original and one (1) copy and provide the vendor with a signed third copy. Should there be any discrepancy, damaged goods, incorrect product, shortages, etc., the vendor's driver will contact his company for permission to correct the delivery receipt or packing slip on the spot, and all discrepancies shall be noted on delivery receipt or packing slip.
- B. DELIVERIES MADE VIA COMMON CARRIER OR TRUCK: When the deliveries are made via common carrier or truck, delivery receipts or packing slips must accompany or precede the actual delivery of product to the warehouse manager via the U.S. Mail. In case any product is received with in transit damage, our warehouse manager will have an exception made on the common carrier freight bill and/or delivery receipt regarding the extent of damaged product and forward you a copy of said freight bill or delivery receipt so you may file claim, including refusal of delivery on damaged goods. Our Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc. Barring delays due to unresolved discrepancies, you may expect to receive payment for products within ten (10) days of our receipt of your invoice.
- C. **INVOICE SUBMISSION:** Invoices must be submitted in triplicate (original and 2 copies). All invoices, copies of delivery receipts and statements are to be mailed to:

School District of Escambia County Food Service Accounting – Room 216 75 North Pace Blvd. Pensacola, FL 32505

D. **CERTIFICATIONS:** The supplier is required to certify on each invoice that fresh or frozen domestic beef or pork meets all standards and inspection requirements of Florida Statutes.

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

### VII. COMMODITY EXCHANGE AGREEMENT

- A. **COMMODITY EXCHANGE ITEMS:** There may be items designated in the product specifications as Commodity Exchange items whereby approved processors have contracted with the United States Department of Agriculture to receive certain commodity foodstuffs. In these instances the bidder will provide the School Board with any necessary documents required by USDA to substantiate delivered quantities of each item and to negotiate with said processors and to pass the savings accruing from the donated foodstuffs along to the School Board.
- B. **PROCESSOR AGREEMENT:** If bidding under these conditions, an agreement signed by the processor <u>must be submitted in triplicate</u> as part of this solicitation. Attached to the agreement (or submitted separately if an agreement is already in force) shall be a price schedule listing the item, pack, dollar value of the commodity allowance and the net price to the School Board.
  - 1. A subsequent price adjustment may be made in accordance with state contract stipulation, provided the School Board receives 30 days advanced notice and receives a new price schedule as described above.
  - 2. Invoicing of commodity exchange agreement items will be at the exchange price.
  - 3. If awarded the item(s), the School Board shall then sign the agreement which will be effective for the life of this solicitation.

#### VIII. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each Item listed has space for you to indicate portion or container (can/box/package/pail) size and the number of portions or containers per case. If the number of containers per case is one (1), then state 1 in the appropriate box. This information must be filled out even if your packaging exactly matches the specifications. See Section III, F for policy on imported products. For all items bid, even on pre-approved brands, you must list both the brand and who the item is packed by.

Item:	Qty:	Unit:	Description:	Portion Price:	Unit Price:	Extended Price:
1.	900	CS.	TOASTER PASTRIES, SINGLE COUNT (0505970): Individually wrapped, single count, assorted flavor filled toaster pastry. Pastries should be fully baked and ready-to-eat from the pouch, but should also be suitable for toasting/warming in conventional or microwave ovens. One 52-gram pastry must provide one serving of the bread/bread alternate component in compliance with meal pattern requirements in the School Breakfast Program. Product should be packed 80/1 count individually wrapped pastries.			
			Continued on next page			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
			Please list all available flavors:			
			Approved Brands:			
			Kellogg's Pop-Tarts			
			#00498 (80/1 count)			
			Continued on next page			
			Estimated Quantities & Delivery Dates:			
			300 cases to be delivered January 2011			
			300 cases to be delivered March 2011			
			300 cases to be delivered May 2011			
			Please indicate below if your product			
			contains High Fructose Corn Syrup and/or the amount of Trans Fats per			
			serving when applicable:			
			·····3 ·····			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Package Size			
			Packages Per Case			
			Comments:			
			Comments.			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
2.	500	CS.	TOASTER PASTRIES, TWO COUNT			
			(0505980):			
			Individually wrapped, two count servings, assorted flavor filled pastries. Pastries			
			should be fully baked and ready-to-eat from			
			the pouch, but should also be suitable for			
			toasting/warming in conventional or			
			microwave ovens. Two 52-gram pastries			
			must provide two servings of the			
			bread/bread alternate component in			
			compliance with the meal pattern requirements in the School Breakfast			
			Program. Product should be packed 72/2			
			count individually wrapped pastries.			
			Please list all available flavors:			
			Approved Brender			
			Approved Brands: Kellogg's Pop-Tarts			
			#38000-31732 (72/2 count)			
			Estimated Quantities & Delivery Dates:			
			250 cases to be delivered January 2011			
			250 cases to be delivered April 2011			
			Please indicate below if your product contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per			
			serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Package Size			
			Packages Per Case			
			Comments:			

		Portion	Unit	Extended
		Price:	Price:	Price:
Qty:         Unit:           300         cs.           4         4           4 <t< th=""><td>Description:         CEREAL BAR (0505990):         Individually wrapped, single count, ready- to-eat cereal bar. One 1.2 oz. bar must provide one serving of the bread/bread alternate component in compliance with meal pattern requirements in the School Breakfast Program. Product should have a shelf life of 180 days and should be packed 96/1 count individually wrapped cereal bars.         Approved Brands: General Mills         Please list all available flavors:         State of the delivered January 2011 150 cases to be delivered January 2011 150 cases to be delivered April 2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg         Brand         Packed By         Portion Size Portions Per Case Comments:</td><td>Price:</td><td>Price:</td><td>Price:</td></t<>	Description:         CEREAL BAR (0505990):         Individually wrapped, single count, ready- to-eat cereal bar. One 1.2 oz. bar must provide one serving of the bread/bread alternate component in compliance with meal pattern requirements in the School Breakfast Program. Product should have a shelf life of 180 days and should be packed 96/1 count individually wrapped cereal bars.         Approved Brands: General Mills         Please list all available flavors:         State of the delivered January 2011 150 cases to be delivered January 2011 150 cases to be delivered April 2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg         Brand         Packed By         Portion Size Portions Per Case Comments:	Price:	Price:	Price:
		General Mills         Please list all available flavors:         Estimated Quantities & Delivery Dates:         150 cases to be delivered January 2011         150 cases to be delivered April 2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg         Brand         Packed By         Portion Size         Portion Ser Case	General Mills         Please list all available flavors:         Estimated Quantities & Delivery Dates:         150 cases to be delivered January 2011         150 cases to be delivered April 2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg         Brand         Packed By         Portion Size         Portion Size	General Mills         Please list all available flavors:         Image: Section 2 and the s

Item:       Qty:       Unit:       Description:       Price:         4.       1000       cs       CEREALS, READY TO EAT Cereals: Portioned servings of enriched, ready-to-eat cereals; packed in plastic, disposable, serving dishes with airtight foil lids. Packed 5/8 to 7/8 oz. per servings; 96 ser/cs. List all available cereals and pricing below. Must have a minimum of 4 cereals available. DUE TO PROBLEMS WITH STUDENT ACCEPTANCE AND LOW PARTICIPATION, WE WILL ONLY ACCEPT NATIONAL BRAND NAMES. STATE NAME AND BRAND OF CEREAL YOU ARE BIDDING.         Approved Brands: General Mills Kellogg's       Please list all available flavors:         Please list all available flavors:       State and available flavors:	Portion Unit Extended		
Cereals: Portioned servings of enriched, ready-to-eat cereals; packed in plastic, disposable, serving dishes with airtight foil lids. Packed 5/8 to 7/8 oz. per servings; 96 ser/cs. List all available cereals and pricing below. Must have a minimum of 4 cereals available. DUE TO PROBLEMS WITH STUDENT ACCEPTANCE AND LOW PARTICIPATION, WE WILL ONLY ACCEPT NATIONAL BRAND NAMES. STATE NAME AND BRAND OF CEREAL YOU ARE BIDDING.         Approved Brands: General Mills Kellogg's         Please list all available flavors:	Price: Price: Price:	·	Item:
500 cases to be delivered March 2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg         Brand	Price:Price:Price:EAT ings of enriched, icked in plastic, nes with airtight foil oz. per servings; 96 ecreals and pricing inimum of 4 E TO PROBLEMS PTANCE AND .WE WILL ONLY RAND NAMES. AND OF CEREALImage: Comparison of the service	·	
contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg	e Corn Syrup Trans Fats per ble:		

_	_			Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
5.	800	CS	EGG PATTIES, GRILLED (0516090) 240/1.25 oz., 1.25 oz. = 1 Meat/Meat Alternate as defined by the Child Nutrition Program. <u>Approved Brands:</u> Cargill Kitchen-Sunny Fresh #40700		- 1106.	
			State Pack Size			
			200 cases to be delivered January 2011 200 cases to be delivered February 2011 200 cases to be delivered April 2011 200 cases to be delivered May 2011			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Portion Size Portions Per Case			
			Comments:			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
Item: 6.	<b>Qty:</b> 500	Unit: CS.	Description:         PANCAKES (0517000), (0517002):         1 ½ oz. servings, fresh frozen, fully         cooked, formulated for rapid reheating in         convection type oven to an edible         temperature with a good flavor and         appearance, product must be produced in a         USDA inspected and approved plant and         meet any and all USDA and FDA         regulations pertaining to frozen pastries.         Packed 144 to 216/cs.         Does the product you are bidding carry a         CN label? YES [] NO []         State pack size:         Approved Brands:         Aunt Jemima #43571 (144/case)         Bakery Chef/Continental Mills #10365         Downy Flake/Pillsbury         Kellogg's Eggo         Midland/Echo Lakes         Estimated Quantities & Delivery Dates:         250 cases to be delivered April 2011         Please indicate below if your product         contains High Fructose Corn Syrup         and/or the amount of Trans Fats per         serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg         Brand         Packed By         Portion Size         Portions Per Case         Comments: </td <td>Portion Price:</td> <td>Unit Price:</td> <td></td>	Portion Price:	Unit Price:	

_				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
8.	300	CS.	BAGELS (0517070):			
			Frozen, 3 oz., plain, pre-sliced, 10.6 grams			
			of protein, produced with high Gluten			
			enriched flour; proofed/retarded/boiled then			
			baked, Kosher product. Packed 12 per			
			bag, 6 bags/cs.			
			Approved Brands:			
			Bageland			
			Sara Lee			
			Lenders Traditional			
			Lenders Plain			
			Estimated Quantities & Delivery Dates:			
			300 cases to be delivered January 2011			
			Please indicate below if your product			
			contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per serving when applicable:			
			serving when applicable.			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Portion Size			
			Portions Per Case			
			Comments:			

_	_			Portion	Unit	Extended
				Price:	Price:	Price:
Item: 10.	Qty: 500	Unit: CS.	Description:         DONUTS, FROZEN (0517320), (0517231):         All natural cake type.       Product will contain no artificial colorings, flavorings, sweeteners or preservatives. Must provide 2 bread/bread alternate components in compliance with the meal pattern requirements in the USDA School Breakfast Program. Require reduced fat product providing less than or equal to 10 grams of fat per doughnut or providing 30% less of its calories from fat.         State % of sugar in your product:	Portion Price:	Unit Price:	Extended Price:
i	1	1		1	1	1

Item:	Qty:	Unit:	Description:	Portion Price:	Unit Price:	Extended Price:
			BEEF PRODUCTS (EXCEPT SAUSAGE) FROZEN-SPECIFICATIONS FOR ALL GROUND BEEF PRODUCTS:			
		A.	All bulk ground beef shall be 80% lean beef and 20% fat; and shall be totally produced from domestic beef. All products must be processed in a USDA inspected and approved plant.			
		B.	There shall be no additives or extenders of any kind, including water, soy flour, textured vegetable protein and other extenders.			
		C.	All ground beef shall be inspected and approved for wholesomeness by the United States Department of Agriculture, relative to IMPS #137 and all cases shall carry the inspection stamp of the inspection agency. We prefer an IMPS certified product meeting these specifications if price is not prohibitive. Bid both ways if possible.			
		D.	Ground beef is to be prepared from not less than 50% fresh chilled beef cuts and fresh chilled trimmings as are normally produced in the commercial boning of beef. Meat from heads, gullets, tongues, hearts, glands, or added fat such as suet, cod, heart fat, kidney fat, etc. is <b>not</b> permissible. Must be produced from USDA Grade Choice or higher trimmings. Products will be delivered hard-frozen to our Central Warehouse. All bulk ground beef product must be formulated and processed to meet IMPS #137 specifications with the one exception that this product will be 80% lean beef and 20% fat, and your bid must so state the same to be considered for award. Our patties must also meet IMPS #137 except for the 80:20 lean-to-fat ratio as they are prepared on gas chain broilers which dictates that nothing more than 20% fat content can be used. These broilers are so designated that any fat percent over 20% results in a dangerous flame up when used. Product must be labeled ground beef. (Not hamburger.) Mechanically boned product is not acceptable. In an accompanying letter, the bidder is to clearly state which of the following conditions apply to this bid. If you are not the processor, this letter must be from your processing supplier.			
		E.	With respect to the 20% fat requirement, what tolerances (+/-) will apply?			
		F.	Are you using a "Flash" (or "Blast") freezer?			

Item:	Qty:	Unit:	Description:	Portion Price:	Unit Price:	Extended Price:
		G.	Which of the following designations will appear on the case and be approved or certified by the USDA? (product must be			
			labeled <b>ground beef patties</b> or <b>ground beef</b> , <b>NOT</b> hamburger).			
			Processor Name "USDA Inspected and Passed" Processing (code) date			
			Net weight of contents Beef Grade			
			USDA Grade Shield "IMPS Item #137" % Fat			
		H.	USDA Wholesomeness Stamp Your delivery vehicles must be			
			mechanically refrigerated and thermostatically controlled to maintain a temperature of 0 degrees F.			
			NOTE: BIDDERS! BE SURE YOU UNDERSTAND THE ABOVE SPECIFICATIONS AND BID			
			ACCORDINGLY.			

_	_			Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
11.	800	CS	BEEF, MINI BURGERS (0515090) Charbroiled mini burgers, 1 oz. Each mini burger should provide 1 oz. Meat/Meat Alternate as defined by the Child Nutrition Program.			
			<u>Approved Brands:</u> Pierre #3864 Tyson #14903-328			
			Estimated Quantities & Delivery Dates: 400 cases to be delivered January 2011 400 cases to be delivered April 2011			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			State Pack Size			
			Brand   Packed By   Portion Size   Portions Per Case   Comments:			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
12.	1000	lb.	BOLOGNA (0516010):			
			All meat formula which must comply with			
			Institutional Meat Specification No. 801.			
			Formula "B" beef and pork. Beef will be			
			predominant (no extenders such as nonfat dry milk, etc.). Color "A" natural (not			
			artificially colored). Style "A" (artificial			
			casing) no edible offal items may be used.			
			Absolutely no poultry meat. Must be			
			processed in a USDA inspected plant.			
			Packer's/processor's letter must			
			accompany each bid stating that the			
			product to be furnished on this bid does, in			
			fact, comply with the above IMPS 801,			
			Formula B, Color A and Style A and other			
			items of specifications so noted in this bid.			
			Packed in 7-12 lb. sticks. Each stick must			
			be individually wrapped in a sanitary material suitable for further handling and			
			freezer storage. Gross weight of master			
			carton not to exceed 40 lbs. Must bid on			
			Packer's Label.			
			Approved Brands:			
			Bryan's			
			Lykes/Smithfield			
			Food Sales Ala/Farmland #7024728/070			
			Estimated Quantities & Delivery Dates			
			Estimated Quantities & Delivery Dates: 1000 lbs. to be delivered March 2011			
			Please indicate below if your product			
			contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per			
			serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trana Fat			
			Trans Fatg			
			Brand			
			Packed By			
			Weight per stick			
			Sticks Per Case			
			Comments:			

		Portion	Unit	Extended
		Price:	Price:	Price:
Qty:         Unit:           1500         Cs.	Description:         GROUND BEEF PATTIES (0516115):         Eully cooked, unbreaded, charcoal flame broiled beef patties containing no VPP. This product should be CN labeled to certify that each patty will contain approximately 2.4 oz. of protein toward the Meat/Meat Alternate as defined by the Child Nutrition Program. Mixture shall be mechanically formed into 3 ½" patties. Must be produced in a USDA inspected and approved plant. Lean to fat ratio will be 80:20. Patties shall be separated by double patty paper, packed and sealed in grease and moisture resistant clear polyethylene type liners or will be IQF.         Is your product IQF?       [] Yes [] No         Approved Brands: Advance Foods #15-32409 (200/cs)         H&H Foods #61273         Zartic "Circle Z" Code #80024 (116/cs)         JTM #5670 CE         Pierre #315058         Don Lee Farms #CNQ116120 (1.2oz.) #CNQ16240 (2.4 oz.)         Estimated Quantities & Delivery Dates: 500 cases to be delivered January 2011 500 cases to be delivered March 2011 500 cases to be delive	Price:	Onit Price:	Extended Price:
		in a USDA inspected and approved plant. Lean to fat ratio will be 80:20. Patties shall be separated by double patty paper, packed and sealed in grease and moisture resistant clear polyethylene type liners or will be IQF. Is your product IQF? []Yes []No <u>Approved Brands:</u> Advance Foods #15-32409 (200/cs) H&H Foods #61273 Zartic "Circle Z" Code #80024 (116/cs) JTM #5670 CE Pierre #315058 Don Lee Farms #CNQ116120 (1.2oz.) #CNQ16240 (2.4 oz.) <u>Estimated</u> Quantities & Delivery Dates: 500 cases to be delivered March 2011 500 cases to be delivered March 2011 500 cases to be delivered May 2011 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fatg Brand Packed By Portion Size	in a USDA inspected and approved plant. Lean to fat ratio will be 80:20. Patties shall be separated by double patty paper, packed and sealed in grease and moisture resistant clear polyethylene type liners or will be IQF. Is your product IQF? []Yes []No Approved Brands: Advance Foods #15-32409 (200/cs) H&H Foods #61273 Zartic "Circle Z" Code #80024 (116/cs) JTM #5670 CE Pierre #315058 Don Lee Farms #CNQ116120 (1.2oz.) #CNQ16240 (2.4 oz.) Estimated Quantities & Delivery Dates: 500 cases to be delivered January 2011 500 cases to be delivered March 2011 500 cases to be delivered March 2011 500 cases to be delivered May 2011 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fatg Brand Packed By Portion Size Portions Per Case	in a USDA inspected and approved plant. Lean to far tratio will be 80:20. Patties shall be separated by double patty paper, packed and sealed in grease and moisture resistant clear polyethylene type liners or will be IQF. Is your product IQF? []Yes []No Approved Brands: Advance Foods #15-32409 (200/cs) H&H Foods #61273 Zartic "Circle Z" Code #80024 (116/cs) JTTM #5670 CE Pierre #315058 Don Lee Farms #CNQ116120 (1.2oz.) #CNQ16240 (2.4 oz.) Estimated Quantities & Delivery Dates: 500 cases to be delivered March 2011 500 cases to be delivered March 2011 500 cases to be delivered May 2011 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fatg Brand Packed By Portion Size

_	_			Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
14.	200	CS.	SMOKED SAUSAGE (0516120): Pork and beef, smoked, in hog casings; all meat, include no offal items. Style "B" Formula "B". Must be hard frozen, must meet IMPS #811 specifications and be processed in a USDA inspected and approved plant. Will also accept an all pork product; however, absolutely NO poultry meat may be included in this product. Fully cooked in rope style links. Packaged 10 lbs. per case.			
			Approved Brands:Bryan #23103 (acceptable for red beans & rice)Deli Readi Pork & Beef #0770 (by Polk's)Foods Sales Ala (acceptable for red beans & rice)Kelley Foods of Alabama #3010Lykes Brand #66330 by SmithfieldManda Brand #336 or #291Sara Lee/Jimmy DeanSunset Farms #129 (Pork)Estimated Quantities & Delivery Dates:200 cases to be delivered January 2011Please indicate below if your productcontains High Fructose Corn Syrupand/or the amount of Trans Fats perserving when applicable:High Fructose Corn Syrup []Yes []NoTrans Fatg			
			Brand Packed By			
			Weight per box Boxes Per Case Comments:			

Item:	Qty:	Unit:	Description:	Portion Price:	Unit Price:	Extended Price:
15.	400	CS.	BREAKFAST BEEF STEAK PATTY (0516131): Precooked, breaded, pure ground beef steak patty for use in our steak biscuit production for breakfast; seasoning should be at the proper level for a regular beef base breakfast sausage. Approximately 4.4 oz. or precooked seasoned breading per 16 oz. of precooked pure beef. Yield per pound of beef approximately 2.1 oz. No VVP or other meat extenders will be used in the production of this product.			
			Must be produced in a USDA inspected and approved plant. The USDA inspection stamp must be displayed on each 10 lb. carton. Beef trimmings used in this product must be prominently shown on each carton and must indicate the product was produced within 30 days of shipment to U.S.			
			The contents of each carton will be either IQF or a waxed double patty separator paper will be used to facilitate the separation of this product.			
			Product will be blast frozen and delivered to us in hard frozen state with no evidence of a thaw and refreezing. If your pack is not 100 lbs. net.			
			State the pack you are quoting:lbs			
			Does your product carry the CN label? [ ] Yes [ ] No			
			<u>Approved Brands:</u> Zartic/Pierre #8095			
			Estimated Quantities & Delivery Dates: 200 cases to be delivered February 2011 200 cases to be delivered April 2011			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per			
			Continued on next page			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
			serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Portion Size Portions Per Case			
			Comments:			
16.	500	CS.	GROUND BEEF, BULK (0516140): Packaged and sealed 10 lbs. per inner- sleeve in a grease and moisture resistant clear polyethylene type liner; 4 sleeves per master case. Each sleeve should be airtight, ideally vacuum packed.			
			<u>Approved Brands:</u> Cargill #42414			
			Estimated Quantities & Delivery Dates: 250 cases to be delivered February 2011 250 cases to be delivered April 2011			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Trans Fatg			
			Brand			
			Packed By			
			Package Size Packages Per Case			
			Comments:			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
<u>Item:</u> 17.	<b>Qty:</b> 2400	Unit: CS.	Description:         COUNTRY FRIED STEAK (0516151):         3 oz. precooked steak consisting of a patty covered with batter and breading. The patty consists of ground beef (maximum 24% fat) made from a combination of fresh choice beef trimmings and lean boneless beef. Seasonings include dried whole eggs, salt, flavoring, and spices. The batter and breading ingredients include unbleached, enriched self-rising flour, water, flavorings, salt, cereal, cornstarch, buttermilk solids and guar gum. The product shall contain a CN label assuring that it provides 2 oz. equivalent meat/meat alternate and one serving of bread alternate for Child Nutrition Meal Pattern         Requirements. The product shall also contain no Vegetable Protein Product, which contributes to its meat alternate portions per case. Packed 40 steaks per case.         Approved Brands:         Advance Foods #23-04 (40/cs)         Zartic #95022 (90/cs)         Estimated Quantities & Delivery Dates:         600 cases to be delivered April 2011         600 cases to be delivered April 2011         600 cases to be delivered May 2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fatg         Brand         Packed By         Portion Size         Portion Size         Portion Size         Comments:		Price:	
			Portion Size Portions Per Case			
			Comments:			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
18.	75	CS	CHICKEN, CHUNK, CANNED (0504130): Chicken meat, boneless, chunk meat, premium quality, naturally proportioned white and dark pulled meat, packed in chicken broth, canned. Mechanically separated meat, giblets, and kidneys cannot be used in preparing this product. Product must come from a USDA inspected and approved plant. Packed 12/50 oz. or 6/48 oz.			
			<u>Approved Brands:</u> Sysco Classic #4047510			
			Estimated Quantities & Delivery Dates: 75 cases to be delivered January 2011			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By Package Size			
			Package Size Packages Per Case			
			Comments:			

				Portion	Unit	Extended
Item:	Qty:		Description:	Price:	Price:	Price:
<u>Item:</u> 19.	<b>Qty:</b> 1000	Unit: Ibs	Description:         TURKEY ROAST (0516311) (0516312):         Frozen, boneless, raw, ready to cook, made         from deboned turkey meat and sodium         phosphates added to meat. Moistness may         be enhanced by up to 15% with a solution         of turkey broth, salt, butter, sodium         phosphate, polysorbate, mono and         diglycerides and flavorings. Roasts should         contain at least 45% breast meat, with a         maximum of 34% thigh meat and may         contain at least 45% breast meat, will contain         four fozen roasts, each weighing         approximately 40-45 pounds, will contain         four forzen roasts, each weighing         approximately 8-12 pounds each. Each         roast will be 9 -17 inches in length and 4 - 7         inches in diameter and will be tied or placed         in cotton netting.         Approved Brands:         Armour Swift-Eckrich         Jennie-O #317004         Estimated Quantities & Delivery Dates:         1000 lbs. to be delivered February 2011         Please indicate below if your product         contains High Fructose Corn Syrup         and/or the amount of Trans Fats per         serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fat	Price:	Price:	Price:
	1	1	1	1		1

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
<u>Item:</u> 20.	Qty: 150	Unit: CS	Description:         TURKEY, GROUND (0516321):         Consisting of white meat up to 15%, thigh meat up to 45%, desinewed drumstick meat up to 100%. Wing meat, and trim meat may also be used in the formulation of lesser amounts of the others are used. Additionally, white meat may be increased to up to 25% if the white meat is all wing meat. Comminuted meat may not be used. Ground turkey must be prepared from freshly slaughtered young turkeys. No previously frozen meat may be used. The meat and skin must be processed, blended and reduced in size by equipment and procedures that produce a uniform blend of meat and skin with the appearance, texture and particle size of ground meat. Meat used must also by free from bones, tendons, and cartilage, bruises and large blood clots. If parts are to be used by mechanically separating the meat and the skin, such parts must be free from bruises and must meet the B Quality requirements for discoloration of the skin and flesh in 7 CFR 70.221 (6). Packed 10 pounds per roll, 4 rolls per case.         Approved Brands:         House of Raeford #183A         Jerome's #314-02         Oak Valley Farms #72050         Jennie-O #00314         Estimated Quantities & Delivery Dates: 150 cases to be delivered January 2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No Trans Fatg         Brand         Packed By         Weight Per Roll	Price:	Price:	Price:
			Comments:			

				Portion	Unit	Extended
		Unit:		Price:	Price:	Price:
<u>Item:</u> 21.	<b>Qty:</b> 2000	Unit: CS.	Description:         CHICKEN NUGGETS (0516520):         Produced from U.S. Grade A young tender broiler breast meat with light batter breading, individually quick frozen (IQF); approximate weight per nugget .6 oz., 252 nuggets per 10 lb case; processed in a USDA inspected and approved plant. Product must not contain any bone chips, splinters or saw meal. May contain VPP; and/or whole egg protein extender, if acceptable by students. Price requested on nuggets made from white breast meat only. Packed 10 lbs. per case.         State number of nuggets needed to meet 2 oz. protein requirements:         Approved Brands: Gold Kist #CN6141 King's Delight #11085 Pierce/Pilgrim's Pride #49220-CN Pierce/Pilgrim's Pride #110200 Tyson #2377 Pro View #40010 Koch Foods Chic 'n Time #3536         Estimated Quantities & Delivery Dates: 500 cases to be delivered January 2011 500 cases to be delivered April 2011 500 cases to be delivered April 2011 500 cases to be delivered May2011         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No Trans Fatg Brand Packed By         Portion Sizeg Portion Size Portions Per Case Comments:	Portion Price:	Unit Price:	Extended Price:
				Portion	Unit	Extended
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Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
23.	250	CS.	CHICKEN, DICED, FROZEN (0516572),			
			(0516571):			
			Frozen cooked diced chicken meat. The			
			dices of cooked white and dark meat must			
			be individually frozen such that the			
			individual dices do not stick together. The			
			pulled cooked white and dark meat must be mechanically diced. Dices meeting the size			
			requirements of this specification are			
			usually referred to as the "0.50-inch (1.27			
			cm) dices" or "nominal 0.50-ubcg (1.27 cm)			
			by 0.50-inch (1.27) dices." Mechanically			
			separated meat, giblets, and kidneys			
			cannot be used in preparing this product.			
			Product must come from a USDA approved			
			plant. Packed 10-40 pounds.			
			Approved Brands:			
			Sysco Classic SUPC #1031293 House of Raeford			
			Estimated Quantities & Delivery Dates:			
			250 cases to be delivered January 2011			
			Please indicate below if your product			
			contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per serving when applicable:			
			Serving when applicable.			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Package Size			
			Packages Per Case			
			Comments:			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
Item: 24.	<b>Qty:</b> 1500	Unit: CS.	Description:   CHICKEN BREAST FILET, BREADED (0516580):   Breaded, whole muscle chicken breast filet approximately 2 oz. by weight. Size should be appropriate to fit on a biscuit. The breast portion should be coated with a wheat flour and water breading which contains no more than 1% spices, leavening and other additives and should be set in vegetable oil. This product should provide at least 1 oz. Meat/Meat Alternate as defined by the USDA Meal Pattern Requirements. The breast filet portions should be bulk in a 10 lb. inner lined master carton containing approximately 70-90 portions per case or an approved equal.   Approved Brands: Agora #7512   Pro View #60415   Estimated Quantities & Delivery Dates: 500 cases to be delivered March 2011 File Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:   High Fructose Corn Syrup []Yes []No   Trans Fatg   Brand   Packed By   Portion Size   Portions Per Case   Comments:	Portion Price:	Unit Price:	Extended Price:

ltom.	Otra	11	Description	Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
28.	200	CS.	TUNA (0504100): Light meat, chunk style, must be packed under continuous inspection U.S. Dept. of Commerce. Cases or cans must carry USDC shield. Domestic product preferred. Packed in water. Packed 66 oz. cans, 6 cans per case.			
			Bumble Bee Chicken of the Sea Starkist SkipJack by Sysco			
			Estimated Quantities & Delivery Dates: 200 cases to be delivered January 2011			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			Brand Packed By			
			Package Size Packages Per Case			
			Comments:			

ltom-	041/-	110:4-	Description	Portion	Unit	Extended
Item: 29.	<b>Qty:</b> 800	Unit: bx.	Description: COD PORTION, 3.6 oz. (0515032):	Price:	Price:	Price:
29.	800	DX.	Grade A 3.6 oz., breaded and precooked,			
			rectangular or square fish portion "cut from			
			blocks" of whole muscle, white North			
			Atlantic cod. The weight of the fish flesh			
			must be at least 70% of the weight of total			
			cooked product. The breading should have			
			a light "crunchy" texture and be made with			
			enriched wheat flour. The fish portion must			
			be precooked in pure vegetable oil, i.e.,			
			containing no hydrogenated or partially			
			hydrogenated oil, with total fat not to			
			exceed 8 grams. A CN label is preferred			
			but not required for this product; however,			
			one portion should provide a 2.0 oz. serving			
			of meat equivalent and 1.0 serving of bread			
			alternate in compliance with the USDA			
			Meal Pattern requirements. The cod			
			portion should be packed under continuous			
			federal inspection as evidenced by the			
			Department of Commerce shield on each			
			case. Preference will be given to			
			companies whose plants utilize the			
			USDC/FDA Hazardous Analysis Critical			
			Control Point (HACCP) quality assurance			
			program. Portions should be bulk packed			
			in a 10 lb. master case containing 45/3.6			
			oz. portions per carton.			
			Approved Brands:			
			National Fish			
			Frionor American Pride Seafoods #21365			
			Estimated Quantities & Delivery Dates:			
			400 boxes to be delivered January 2011			
			400 boxes to be delivered March 2011			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup []Yes []No Trans Fatg			
			Brand			
			Packed By			
			Portion Size			
			Portions Per Case			
		1	Comments:			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
30.	200	CS.	COD NUGGETS, OVEN STYLE (0515070):			
			1 oz. pre-fried, oven ready cod nuggets			
			made from white North Atlantic cod cut from			
			formed cod fillet blocks. Each nugget			
			should contain 65% fish flesh, 20% oven			
			style, crunchy breading and 15% batter. A			
			CN label is required to ensure that a 4 oz.			
			serving of this product provides 2 oz. of			
			equivalent meat and 2.0 servings of bread alternate in compliance with USDA Meal			
			Pattern requirements. Product should be			
			packed under continuous federal inspection			
			as evidenced by the Department of			
			Commerce PUFI shield on each case.			
			Preference will be given to companies			
			whose plants utilize the USDA/FDA			
			Hazardous Analysis Critical Control Point			
			(HACCP) quality assurance program.			
			Nuggets should be bulk packed in a master			
			case containing 10 lb. net weight with a			
			count of 160+/-10 per case.			
			State # of nuggets needed to meet the 2 oz.			
			protein requirement			
			Approved Brands:			
			Fishery Products Ocean Cuisine #29108			
			Frionor #51016 (by American Pride			
			Seafood's)			
			National Fish & Seafood #P0101N			
			Midship Brand #52115			
			Estimated Quantities & Delivery Dates:			
			200 cases to be delivered 2011			
			Please indicate below if your product			
			contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per			
			serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Portion Size			
			Portions Per Case			
			Comments:			

		Portion	Unit	Extended
		Price:	Price:	Price:
Qty:   Unit:     1800   cs.	Description:   CORN DOG (0516052):   Frozen, deep-fried, batter wrapped turkey frank on a stick. Product contains a 2 oz. all meat frank made from turkey, water, salt, corn syrup, dextrose, spices and flavoring, paprika, sodium phosphates, smoke flavor, sodium erythorbate and sodium nitrite. Total weight of battered product will be no less than 3 oz. and will not exceed 4 oz.   Product must also be processed in a USDA inspected and approved plant and must carry a CN Label giving assurance that the frank meets the 2 oz. meat and meat alternate requirement and the batter provides 1 to 1 ½ servings of bread alternate as defined in the Meal Pattern Requirements in the National School Lunch Program.   Approved Brands:   Foster Farms #96101 (72 case)   State Fair #SF91488   State Fair #9488 (48 case)   Estimated Quantities & Delivery Dates: 600 cases to be delivered March 2011 600 cases to be delivere	Portion Price:	Unit Price:	Extended Price:
		Frozen, deep-fried, batter wrapped turkey   frank on a stick. Product contains a 2 oz.   all meat frank made from turkey, water, salt,   corn syrup, dextrose, spices and flavoring,   paprika, sodium phosphates, smoke flavor,   sodium erythorbate and sodium nitrite.   Total weight of battered product will be no   less than 3 oz. and will not exceed 4 oz.   Product must also be processed in a USDA   inspected and approved plant and must   carry a CN Label giving assurance that the   frank meets the 2 oz. meat and meat   alternate requirement and the batter   provides 1 to 1 ½ servings of bread   alternate as defined in the Meal Pattern   Requirements in the National School Lunch   Program.   Approved Brands:   Foster Farms #96101 (72 case)   State Fair #SF91488   State Fair #SF91488   State Fair #9488 (48 case)   Estimated Quantities & Delivery Dates:   600 cases to be delivered March 2011   600 cases to be delivered May 2011   Please indicate below if your product   contains High Fructose Corn Syrup   and/or the amount of Trans Fats per   serving when applicable:   High F	Frozen, deep-fried, batter wrapped turkey   frank on a stick. Product contains a 2 oz.   all meat frank made from turkey, water, salt,   corn syrup, dextrose, spices and flavoring,   paprika, sodium phosphates, smoke flavor,   sodium erythorbate and sodium nitrite.   Total weight of battered product will be no   less than 3 oz. and will not exceed 4 oz.   Product must also be processed in a USDA   inspected and approved plant and must   carry a CN Label giving assurance that the   frank meets the 2 oz. meat and meat   alternate requirement and the batter   provides 1 to 1 ½ servings of bread   alternate as defined in the Meal Pattern   Requirements in the National School Lunch   Program.   Approved Brands:   Foster Farms #96101 (72 case)   State Fair #9488 (48 case)   Estimated Quantities & Delivery Dates:   600 cases to be delivered January 2011   600 cases to be delivered March 2011   600 cases to be delivere	Frozen, deep-fried, batter wrapped turkey   frank on a stick. Product contains a 2 oz.   all meat frank made from turkey, water, salt,   corn syrup, dextrose, spices and flavoring,   paprika, sodium phosphates, smoke flavor,   sodium erythorbate and sodium nitrite.   Total weight of battered product will be no   less than 3 oz. and will not exceed 4 oz.   Product must also be processed in a USDA   inspected and approved plant and must   carry a CN Label giving assurance that the   frank meets the 2 oz. meat and meat   alternate requirement and the batter   provides 1 to 1 ½ servings of bread   alternate a defined in the Meal Pattern   Requirements in the National School Lunch   Program.   Approved Brands:   Foster Farms #96101 (72 case)   State Fair #SF91488   State Fair #9488 (48 case)   Estimated Quantities & Delivery Dates:   600 cases to be delivered March 2011   600 cases to be delivered March 2011   600 cases to be delivered March 2011   600 cases to be delivered Surproduct   contains High Fructose Corn Syrup   and/or the amount of Trans Fats per   serving when applicable:

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
			Only 1 award will be made for Items 32,			
			33, and 33. Total Frankfurter usage is			
			1200 cs.			
32.	1200	CS.	FRANKFURTERS, BLEND (0516070):			
			All meat frank consisting 49% turkey, and			
			51% beef and pork with added water, salt,			
			corn syrup, sugar, spices and flavorings,			
			paprika, ascorbic acid, citrus acid and			
			sodium nitrite. Must be processed in a			
			USDA inspected and approved plant. Case			
			must display CN label that guarantees that			
			each 2 oz. frank provides 2 oz. of			
			equivalent meat for Child Nutrition Meal			
			Pattern. Packed 80 franks per 10 lb./case.			
			State the pack you are quoting:lbs			
			Approved Brande:			
			Approved Brands: Briar's Street Market (by Sara Lee)			
			Doskocil (by Sara Lee) #84247			
			Springbrook (by Sara Lee) #16753			
			Sunnyland #1647			
			Estimated Quantities & Delivery Dates:			
			600 cases to be delivered February 2011			
			600 cases to be delivered April 2011			
			Diseas indicate below if your product			
			Please indicate below if your product			
			contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per serving when applicable:			
			Serving when applicable.			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Partian Siza			
			Portion Sizeoz. Portions Per Case			
			Comments:			
			Or			<u> </u>

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
33.	1200	CS	FRANKFURTERS, BEEF (0516070):			
			100 % USDA inspected beef frankfurter. The beef frankfurter ingredients to include			
			beef, water, salt with less than 2% coming			
			from other ingredients needed for			
			preservation of product. Must be processed			
			in a USDA inspected and approved plant.			
			Case must display CN label that			
			guarantees each 2 oz. frank provides 2 oz equivalent meat for Child Nutrition meal			
			Pattern. Packed 80 franks per 10 lb. case.			
			Approved Brands:			
			Sara Lee			
			Estimated Quantities & Delivery Dates:			
			600 cases to be delivered February 2011 600 cases to be delivered April 2011			
			Please indicate below if your product			
			contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Package Size			
			Packages Per Case			
			Comments:			
			Or			
	l					

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
35.	500	CS.	EGG ROLL (0516460) OR (0516470):			
			Frozen, hand rolled egg rolls 5.0 oz in			
			weight. Egg rolls should be made from			
			100% lean chicken with bean sprouts,			
			bamboo shoots, water chestnuts and			
			various other oriental vegetables. No			
			vegetable protein product (VPP) or other			
			protein extenders will be accepted. Each			
			egg roll should provide 1 oz. equivalent			
			meat/meat alternate, one serving of bread			
			alternate and ¼ cup vegetable toward the			
			Child Nutrition Meal Pattern Requirements.			
			A CN Label is preferred but not required to support the meal pattern contribution.			
			Approved Brands:			
			La Tang #3355CH			
			Northridge #3307			
			Amy's #3551 (40 count)			
			Estimated Quantities & Delivery Dates:			
			500 cases to be delivered January 2011			
			Please indicate below if your product contains High Fructose Corn Syrup			
			and/or the amount of Trans Fats per			
			serving when applicable:			
			High Fructose Corn Syrup []Yes []No			
			Trans Fatg			
			Brand			
			Packed By			
			Portion Size			
			Portions Per Case			
			Comments:			

				Portion	Unit	Extended
Item:	Qty:	Unit:	Description:	Price:	Price:	Price:
Item: 36.	<b>Qty:</b> 2100	Unit: CS.	Description:   CHILI FIESTA STIX (0516510):   Frozen, pre-fried, flour tortilla wrapped around a beef and VVP vegetable protein sauce. Must carry a CN label and must provide 1 oz. equivalent meat or meat alternate and 1 ½ servings of bread alternate for Child Nutrition Meal Pattern requirements. Total weight of fully cooked Fiesta Stix is 3.25 oz. Must be suitable for preparation in oven, fryer or microwave oven. Must be processed in a USDA inspected and approved plant. Packed in polyethylene-lined box interleaved with poly sheeting. Packed 64/3.25 oz. per 13 lb. case.   Approved Brands: Baja #8002   Extimated Quantities & Delivery Dates: 700 cases to be delivered January 2011 700 cases to be delivered March 2011 700 cases to be delivered March 2011 700 cases to be delivered May 2011   Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:   High Fructose Corn Syrup []Yes []No   Trans Fatg   Brand   Packed By   Portion Size Portions Per Case   Comments:	Portion Price:	Unit Price:	Extended Price:

37. 100 cs. PI   (0) Ha pi.   pi. pe ar   re Ea wide   a pr al   a pr al <th>Description:</th> <th>Portion Price:</th> <th>Unit Price:</th> <th>Extended Price:</th>	Description:	Portion Price:	Unit Price:	Extended Price:
	Description:   PEPPERONI POCKET SANDWICH (0516801):   Hand-held stuffed sandwiches filled with pizza sauce, mozzarella cheese and pepperoni. Sandwich to be "ready to cook" and browned, individually quick-frozen and rectangular in shape for hand-held feature. Each sandwich should be a minimum weight of 4 oz., not to exceed 6" x 3" x 1.5" deep, and should be individually wrapped in a colorful poly film. Each sandwich should provide a minimum of 1 oz. of meat/meat alternate and 2.25 servings of bread alternate equivalent for the National School Lunch and National School Breakfast Programs. Pizza-style crust to be made from enriched flour; and filled with a combination of mozzarella cheese, pepperoni (made from pork and beef), tomato paste, seasonings and spices. Product may not contain vegetable protein products, cheese substitutes, MSG, or sulfites. Sandwiches should be packed 24 per case, not to exceed 8 lbs. per case. Each case to be filled to avoid breakage or crushing during shipping. No staples or wire ties to be used as closures.   Approved Brands: "Hot Pockets" by Chef America #43695- 03300 Lamb Weston #30508 Tony's Stuffed Sandwich #74837   Estimated Quantities & Delivery Dates: 100 cases to be delivered January 2011   Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:   High Fructose Corn Syrup []Yes []No   Trans Fatg Brand   Packed By	Price:	Price:	Price:
Po	Portion Size Portions Per Case			

				Portion	Unit	Extended
				Price:	Price:	Price:
Item: 39.	<b>Qty:</b> 100	Unit: CS	Description:   SANDWICH, PB&J, CRUSTLESS, LARGE (0517460):   Peanut butter, grape jelly and white or whole wheat bread sandwich with no brown crust. Sandwich should be round in shape. Sandwich should come frozen and individually wrapped. Each sandwich should weight approximately 4.8 oz. and provide at minimum 2 meat/meat alternate servings and 2 bread servings based on the school lunch meal pattern.   Approved Brands:   Smucker's   Estimated Quantities & Delivery Dates:   100 cases to be delivered January 2011   Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:   High Fructose Corn Syrup []Yes []No   Trans Fatg   Brand   Packed By   Portion Size   Price   Whole Wheat Bread:   White Bread:   Comments:	Portion Price:	Unit Price:	Extended Price:
			Comments:			

•.				Portion	Unit	Extended
				Price:	Price:	Price:
<b>Item:</b> 41.	<b>Qty:</b> 100	Unit: CS	Description:   BREAKFAST MEAL, PRE-PACKAGES, THAW & SERVE   Each pre-packaged breakfast should provide 3 of the 4 required breakfast components (excluding milk). The meals should arrive frozen. Preparation of breakfasts should be thaw and serve. Each meal should come packaged in colorful eye catching package. There should be a variety of breakfast content options. List all available flavors/varieties below:   Approved Brands:   East Side Entrees   (WG Smart choice Blue-Berry muffin, Corn bread mini loaf, MVP Breakfast bun, Cocoa Roos)	Portion Price:	Unit Price:	Extended Price:
			Estimated Quantities & Delivery Dates:   100 cases to be delivered May 2011   Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:   High Fructose Corn Syrup []Yes []No   Trans Fatg   Pack Size   Packs per Case   Brand   Packed By   Comments:			

			Portion	Unit	Extended
Item: Qty:	Unit:	Description:	Price:	Price:	Price:
42. 200	CS	LUNCH MEAL, PRE-PACKAGED, THAW AND SERVE Each pre-packaged lunch should provide 4 of the 5 required lunch components (excluding milk). The meals should arrive frozen. Preparation of breakfasts should be thaw and serve. Each meal should come packaged in colorful eye catching package. There should be a variety of lunch content options. List all available flavors/varieties below:			
		Approved Brands:   East Side Entrees   (Crustless PB&J Grape,   Turkey Ham & Cheese/Rd. Bun, Turkey   & Cheese/White whole wheat)   Estimated Quantities & Delivery Dates:   100 cases to be delivered March 2011   100 cases to be delivered May 2011   Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:   High Fructose Corn Syrup []Yes []No   Trans Fatg   Pack Size   Packs per Case   Brand   Packed By   Comments:			

Item: Qty: Unit: Description:	Drico	Drico	Extended
43. 50 cs SUSHI, CALIFORNIA ROLL Fully cooked, thaw and serve sushi. The California roll should contain rice, sesame seed, seaweed, imitation crab meat, carrots and avocado. Sushi should be bulk packed Sushi frozen shelf life must be at minimum 9 months and last at least 38 hours once thawed in refrigeration.   Approved Brands: Sushi Bar by Golden Tiger 57323   Estimated Quantities & Delivery Dates: 50 cases to be delivered January 2011   Please indicate below if you product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:   High Fructose Corn Syrup []Yes []No Trans Fatg   Brand Packed By Portion Size Portions Per Case Comments:	l.	Price:	Price:

## DRUG FREE WORKPLACE

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

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

1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under the RFP a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

## **U.S. Department of Agriculture**

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

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

Before Completing Certification, Read Instructions On The Following Page

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

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

Organization Name

PR/Award Number or Project Name

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

Signature

Date

Form AD-1048 (1/92)

### Instructions for Certification

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

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this form that it will included this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may relay upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

I being of							
(Name/ Title) give Escambia County School District, Florida authoriza		(N	ame Of compan			ormanc	e.
Authorizing Signature:			_	у ~ F	F		
IF CURRENTLY DOING BUSINESS WITH THE E					DISTE	91 <b>C</b> T th	e School
District may be used as your reference.	LSCANI					ici, u	ie School
REFE	RENCE						
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:		NUMBEI	R:				
*S Remaining to be co	FOP* mpleted	d by the	ECSD				
TECHINCAL PERFORMANCE							
	EXCE	LLENT		UNS	ATISFA	CTORY	ζ
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/millstones/deliverables on							
schedule.	_						
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for							
alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods							
MANAGEMENT PERFORMANCE							
	EXCE	LLENT		UNS	ATISFA	CTORY	ζ
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							

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MANAGEMEN				minuea		ATICEA	CTODY	,
			LENT	4			CTORY	
FACTORS/RATINGS	6	)	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task								
Overall performance in planning, scheduling, ar monitoring	nd							
Use of management tools (e.g. cost/schedule, ta	sk							
management tools)								
CUSTOMER SATISFACTION								
	EX	CEL	LENT		UNS	ATISFA	CTORY	•
FACTORS/RATINGS	6	5	5	4	3	2	1	N/A
How would you rate the Contractor's overall tec	chnical							
performance on this contract/order?								
How would you rate the Contractor's ability to	be							
cooperative, business like and concerned with interest of the customer?								
Total Dollar Amount of	Contract							
Additional Comments	L							
Would you use this Contractor again	YES N	10						

## 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:
  - He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Vendor's Authorized Representative

Date

Title

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

Signature of Authorized Sponsor Representative

Date

## **NON-COLLUSION AFFIDAVIT**

State of		_				
Contract/RFP No.						
County of		-				
I state that I am the		of				
	(Title)		Name of Firm)			
and I am authorized to mak	e this affidavit on be	half of my fir	m, its owners,	directors, a	and officers.	I am the

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

I state that:

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

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

(Name of my Firm)

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

(Name and Company Position)

#### SWORN TO SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_