

TITLE:

9500-PUR-029 (rev Jan 2004)

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

# INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT **PURCHASING CONTACT & TELEPHONE: POSTING DATE:** Allison Watson (850) 469-6210 awatson@ecsdfl.us January 20, 2021 BID NUMBER: **BID TITLE:** Breakfast and Lunch Entrees 211402 BID OPENING DATE & TIME Thursday, February 18, 2021, 1:30 PM CST NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED. The School District of Escambia County, Florida, solicits your company to submit a Bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All Bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the School District's Purchasing Office at 75 N. Pace Blvd., Pensacola, Florida 32505, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed Bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified. THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE BY AN AUTHORIZED AGENT OF THE BIDDER IS REQUIRED. COMPANY NAME: MAILING ADDRESS: CITY, STATE, ZIP: FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): TELEPHONE NUMBER: (EXT: FACSIMILE NUMBER: EMAIL: HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE DEMAND STAR BIDNET OTHER (PLEASE SPECIFY ) MINORITY/DISABLED SERVICE VETERAN SUPPLIER I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE. TYPED OR AUTHORIZED SIGNATURE: PRINTED NAME:

DATE:

#### I. INTRODUCTION

This solicitation is for the purchase of breakfast and lunch entrees for use in school cafeterias throughout the District for the period beginning May 1, 2021 and ending April 30, 2022 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall be in effect for the period of May 1, 2022 through April 30, 2023. All pricing, terms, and conditions of this agreement shall be fixed and remain in effect for the entire term(s) of this agreement. The District does not pay fuel adjustment charges. The quantities listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated quantities. However, the District reserves the right to adjust shipment dates, reduce the number of shipments to the Central Warehouse, and/or purchase additional quantities at the agreement price at any time during the agreement period. By signing this agreement, you are agreeing to honor your Bid's pricing and all terms and conditions for the entire term(s) of the agreement.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this Bid, you must send a sample for review by Friday, February 5, 2021, 12:00 PM, CST. Failure to send a full case quantity sample size in its original packaging and the required documentation when offering an alternate product will result in your Bid being determined "non-responsive" for that item. Unmarked boxes or bags containing loose samples are not accepted. Samples should be clearly labeled "SAMPLE FOR BID NUMBER #211402" If planning to send samples, the form and instructions will be posted on the Purchasing website at <a href="http://ecsd-fl.schoolloop.com/purchasing/bids">http://ecsd-fl.schoolloop.com/purchasing/bids</a>. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503, Refer to Section T - Samples and Brand Names on page 5.

QUESTIONS: Due to time constraints, it is recommended that vendors send questions concerning this solicitation by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be Tuesday, January 26, 2021, 4:00 PM, Central Standard Time. Any changes in the specifications contained in this Bid will be made by Addenda. Any Addenda issued concerning this Bid will be posted on the Purchasing Department's web pages. PRIOR TO SUBMITTING A BID, it shall be the sole responsibility of each Bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this solicitation will be posted by close of business Friday, January 29, 2021. The direct link to the Bid Activity Section of the District website is listed below:

#### http://ecsd-fl.schoolloop.com/purchasing/bids

All inquiries should be sent to:

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

Email: awatson@ecsdfl.us

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

#### II. GENERAL TERMS AND CONDITIONS

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

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

- I. STOP WORK ORDER: The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. INSURANCE AND INDEMNIFICATION: The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS: The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS: Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any otherforum.
- M. PUBLIC ENTITY CRIMES: A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendorlist.
- N. PATENTS: Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this Bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School 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 Bidvalue.
- Q. DRUG-FREE WORKPLACE: Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE**: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no Bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District: (5) the School District reserves the right to determine the acceptability of any alternatives offered. SAMPLES. Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the ECSD Central Warehouse. The package or envelope will reference the Bid Number, Bid Title, and Bid Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this Bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bid Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore, oral statements given before the Bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <a href="http://ecsdfl.schoolloop.com/purchasing/bids\_">http://ecsdfl.schoolloop.com/purchasing/bids\_</a> at least five workdays prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Bid.
- W. **BID TABULATIONS**, **RECOMMENDATIONS**, **AND PROTEST**: Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <a href="http://ecsd-fl.schoolloop.com/purchasing/bids">http://ecsd-fl.schoolloop.com/purchasing/bids</a>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes. Bid tabulations, recommendations, or notices will not be automatically mailed.
- X. CONTACT: All questions for additional information regarding this Bid must be directed to the designated Purchasing Agent noted on page one. Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this Bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your Bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- **III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
  - A. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel

involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.

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

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

- B. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages of this solicitation or any of the items listed below may result in your Bid not being accepted.** 
  - 1. The entire Bid document shall be returned (pages 1 88). The signature on the first page must be an <u>original, manual</u> signature no fax or email documents will be accepted. In the event that the Bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
  - Return your original Bid and one (1) copy. The copy should be a photocopy of your original Bid and there should be no differences in the Bid document or attached enclosures. Any difference or failure to include Bid attachments in both sets may cause your Bid to be rejected. Please mark copy "COPY." Bid documents may be printed double-sided with left margin, book-style binding.
  - 3. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section <u>and/or</u> if offering alternate items. If documents were sent with sample products, they should also be attached with your Bid document.
  - 4. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to Attachment A.
  - 5. CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: This form (Attachment B) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.
  - 6. If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to the attached Form Number P-002 (Attachment C).
  - 7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.
  - 8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your Bid. Failure to return this form will result in your Bid not being accepted.
  - 9. Copy of Bidder's current business license.
  - 10. A one-page summary of each Bidder's recall policy and procedures with vendor contact information.
  - 11. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your Bid. <u>Failure to return this form may result in your Bid not being accepted.</u>

- 12. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be initialed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
- 13. **E-VERIFY:** This form (Attachment H) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.
- C. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: http://ecsdfl.schoolloop.com. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update the list 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.

# \*\*For Direct Shipments To The Central Warehouse, Background Screening Requirements Do Not Apply.\*\*

- D. DISCONTINUED/SUBSTITUTE ITEMS: In the event the producer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the Bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).
- E. BID QUANTITIES: Quantities and delivery dates indicated in this Bid are estimates based on prior usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or delete any item or items as it deems appropriate without affecting the Bid pricing or the terms and conditions of the Bid.
- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning May 1, 2021 through April 30, 2022 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall be in effect for the period of May 1, 2022 through April 30, 2023. All pricing, terms, and conditions shall be fixed and remain in effect for the entire term(s) of this agreement. **The District does not pay fuel adjustment charges.**
- G. **EVALUATION CRITERIA:** Bids shall be evaluated by a committee to determine which Bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award will be made using either or both of the following criteria:
  - <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 or where an alternate product is Bid, was tested and approved by the District upon receipt of sample as detailed in this solicitation. The District reserves the right to reject any Bid with a minimum shipment requirement; therefore, low Bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the

District. Products approved prior to posting of this Bid are listed in the Specifications and Pricing Section (Section VII) for each item.

Award by Lot: Aggregate low price for all line items in a similar, compatible lot may be awarded to one (1) Bidder. For example, cereal would be one (1) lot.

'All American' and 'Genuine Florida' meats or meat products shall be granted preference as allowed by Section 287.082, Florida Statutes.

- H. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. ALTERNATE PRODUCTS: The District pre-approves products in student taste tests prior to Bid evaluation (see paragraph T). Offering any product not listed as approved in this document is an alternate Bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations.
- J. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- K. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this Bid, by signing this Bid, the signatory attests to the applicable certification provisions listed below:
  - 1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
  - 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
  - 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  - 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  - 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat.871).
  - 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part5).
  - 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
  - 8. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
  - 9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
  - 10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
  - 11. Rights to Inventions Made Under a Contract or Agreement (2 CFR 200.326 Appendix II (F).

- 12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
- 13. Breach of Contract [2 CFR Appendix II to Part 200(b)].
- 14. Byrd Anti-Lobbying (2 CFR 200.326 Appendix II (J).

Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <a href="https://osd.dms.myflorida.com">https://osd.dms.myflorida.com</a>

- L. **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 solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label. Food products should be 100% domestically grown and processed.</u>
- M. INSPECTIONS: All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this bid. If requested, the School District of Escambia County shall be permitted to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed meat items that he has on hand at any time.
- N. **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.
- O. IRRADIATION PROCESS: Do not bid any food items preserved by the use of an irradiation process.
- P. **SPECIFICATIONS:** Bids must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a Bid not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the Bid.
- Q. FEDERAL FOOD, DRUG AND COSMETIC ACT, THE MEAT INSPECTION ACT, AND THE POULTRY PRODUCTS INSPECTION ACT: All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and the Poultry Products Inspection Act in effect at the time of delivery.
- R. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your Bid for that item.
- S. WHOLE GRAIN RICH: Where the term "whole-grain rich" appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.
- T. **DISTRICT TASTE TEST:** A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in the District menu development. The students will participate in a blind taste test and are given a score sheet to rate each item as acceptable or unacceptable. The test results are tallied and each item is given an approved or unapproved status based on a substantial majority vote. If an item will be used exclusively for a la carte sales, there is an additional question on the score sheet which asks if a student would pay a specified amount for the product. In some instances, new products are tested on the reimbursable meal line and approval is based on verbal student feedback and/or sales.
- U. SAMPLE REQUIREMENTS: Samples are required under the circumstances listed below.
  - 1. The products offered have not been previously approved by the District.
  - 2. The District may request samples of products for review that have been approved and purchased previously for the following reasons:

- a. School Cafeteria Managers indicate there has been a decrease in product quality.
- b. Manufacturing firm or process has changed since product was last tested by the District.
- c. More than five (5) years has elapsed since product was last tested.
- d. The Food Services Department wishes to test for any reason.
- V. **MODIFICATIONS:** Changes to specifications, terms, and conditions must be in writing and be by mutual consent of both parties and School Board approval, if needed.

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

- A. **ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering on different kinds and sizes of containers and/or number of units in a shipping case.
  - 1. Any alternate packaging offered must be substantially equivalent and listed as an alternate Bid.
  - 2. Changes in packaging and packing offered by the bidder must be clearly indicated in their Bid and will be given consideration to the extent deemed consistent with the best interests of the schools.
- B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.
- C. **LOT IDENTIFICATION:** All lots shall bear the correct commercial label that conforms to the brand being bid.
- D. **BRAND/TRADE NAME:** Vendor shall indicate in their bid the brand or trade name by which the product offered is identified.
- E. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in his Bid, unless otherwise specifically approved and authorized.
- F. SHIPPING CONTAINERS OVER 25 UP TO 50 POUNDS: The marking of shipping containers packed to more than twenty-five (25) pounds and shall not exceed maximum net weight of fifty (50) pounds as follows:
  - 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 items by individual cafeterias is permitted. All orders for the items in this Bid 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:

 ALL MERCHANDISE OF FIFTY (50) CASE LOTS OR MORE WILL COME <u>PALLETIZED</u> ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 68" FROM <u>BOTTOM OF PALLET</u> TO TOP OF STACK.

Products requiring stacking over 68" high for shipping purposes must have an additional slip sheet placed at the 68" level to facilitate down stacking and storage of product being delivered to Warehouse. Frozen or refrigerated products that require shipping at a height over 68" high cannot exceed 84" which is the height of the receiving dock doors. Shipments of product stacked over 84" will not fit into the Warehouse facility.

2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least twenty-four (24) hours in advance by contacting District Warehouse personnel at (850) 469-5321 or (850) 469-5623.

Delivery times for frozen/refrigerated food items and all other commodities are as follows:

Monday-Friday: 7:30 a.m. – 2:30 p.m. Central Standard Time

Delivery must be made directly to the school system's warehouse located at 51 East Texar Drive, Pensacola, Florida 32503, as designated on our purchase orders.

- 3. All shelf-stable goods delivered to the ECSD Warehouse must, at a minimum, have a shelf life of six (6) months. The Best By Dates must be clearly marked on the side of the boxes or pallets.
- 4. NOTE: IF THE ABOVE DELIVERY REQUIREMENTS ARE <u>NOT</u> FOLLOWED AT DELIVERY, SHIPMENTS CAN BE <u>REFUSED</u> AND THE DISTRICT WILL <u>NOT</u> BE LIABLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO SHIPPING OR RESTOCKING FEES.
- 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 assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haccp (Hazard Analysis Critical Control Points) regulations. At destinations, all products shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.
- F. **DELIVERY EQUIPMENT (FROZEN FOOD):** The successful vendor and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. **This shall be evident upon its arrival at the District Warehouse.** All frozen food items must arrive in a hard frozen state.
- G. PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMP-TION: All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the District Warehouse manager, the Food Services Staff, the local Health Department, of USDA Health Inspector, been for any reason rendered unfit for human consumption shall be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and/or shows signs of thawing and re-freezing would fall in the above category.

## VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases 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 VENDOR'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 thirty (30) days of our receipt of your invoice.
- C. **INVOICE SUBMISSION:** All invoices and copies of delivery receipts and statements are to be are to be mailed to:

School District of Escambia County Food Service Accounting - Rm 211 75 N. Pace Blvd. Pensacola, FL 32505

- D. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order number and the seven-digit School District item identification number shown in the detail specifications.
- E. **CERTIFICATIONS:** The Bidder is required to certify on each invoice that fresh or frozen domestic beef or pork meets all standards and inspection requirements of State of Florida Statutes.

#### VII. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (can/box/package/case) size and the number of portions or containers per case. If the number of containers per case is one (1), then state one (1) in the appropriate box. This information must be filled out even if packaging exactly matches the specifications. See Section III, Special Conditions, Item L for policy on imported products. Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirement. If you do not list a minimum shipment requirement on this bid and you are awarded that item, the District will not honor minimum ship quantities when orders are placed. \*Where there is more than one (1) selection for a product, it will be indicated using the term "OR". For example, Item 1 or 2. It is the District's intention to only award one of the selections and the quantity listed.\*

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
	<b>QTY</b> 22000	CS CS	CEREAL BAR, FROZEN, 2-GRAIN (0505990): Cereal bar, made with oatmeal and whole grain rich, frozen. Shelf life requirement is for at least 30 days once refrigerated. One 2.5 oz. bar must be no greater than 300 calories. Product must not exceed 200 mg. of sodium per serving. One (1) bar must provide two (2) grains per serving as specified by the Child Nutrition Program. Packed 140-160/2.5 oz. count individually wrapped cereal bars per case.  Approved Brand(s) or Approved Alternate: Darlington Farms Appleways: Oatmeal Chocolate Chip #75300 Apple Oatmeal #75100 Strawberry Oatmeal #75400  The Father's Table: Lemon White Chocolate Chip Dunker #01186 Cherry Apple Crunch #01197 Triple Berry Crunch #01194  Readi-Bake BeneFIT: French Toast #40404 Oatmeal Raisin #40400 Apple Blueberry Chip #40405  Back to Basics: Oatmeal Raisin #8902IW Chocolate Chip Oatmeal #OBCIN 2105 Chocolate Chip Oatmeal #OBCC2105 Apple Cinnamon Oatmeal # OBAPL2105 Baked Oatmeal Round #WGORC2120  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 grams  Estimate based on 140 bars per case.  Brand/Packed By  Product/Brand # State Pack Size  Packages Per Case Ti and Hi Pallet Case Count Comments:	PRICE:		

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
2	250	cs	PASTRY, WHOLE GRAIN (0517060): Fruit filled pastry stick, whole grain rich, frozen Individually wrapped, ovenable, heat and serve packages. Must be naturally flavored, apple & cherry varieties. Product must not exceed 300 mg. of sodium per serving. Must provide two (2) grains per serving as specified by the Child Nutrition Program. Packed 72/2.29 oz/case.	PRICE:	PRICE:	PRICE:
			Approved Brand(s) or Approved Alternate: Pillsbury Frudel: Apple #127852000 Cherry #127851000 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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
3	<b>QTY</b> 250	CS	BAGELS, MINI, CREAM CHESE FILLED (0516980): Bagels, mini, filled with cream cheese and fruit, whole grain rich, frozen. Individually wrapped, ovenable, heat and serve packages. One (1) package approximately four (4) mini bagels must not exceed 200 mg. of sodium. Must provide two (2) grains per serving as specified by the Child Nutrition Program. Packed 72/2.43 oz/case.  Approved Brand(s) or Approved Alternate: Pillsbury Bagels: Cinnamon Creamy Cheese #38399 Strawberry Creamy Cheese #38413  Tasty Brands: Bagel-fuls Apple Cinnamon #21280 Bagel-fuls Strawberry #21270	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Bagel-fuls Cinnamon #21260  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 grams Brand/Packed By  Product/Brand #			
			State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
4	300	CS	PRETZEL BITES (0517700):	PRICE:	PRICE:	PRICE:
	000		Pretzel bites, whole grain rich, <b>frozen</b> , must not			
			exceed 200 calories, Total fat not to exceed 5 grams,			
			0.5 grams or less trans. fat, 1.5 grams saturated fat.			
			Not to exceeed 35% of total calories. Small, cinnamon or cream cheese filled soft pretzel bites.			
			One (1) piece must provide approximately ½ grain as			
			specified by the Child Nutrition Program. Packed			
			176/0.7 oz per case.			
			Approved Brand(s) or Approved Alternate:			
			J&J:			
			Cinnamon Bun Bites # 7258 Cream Cheese Bites #7259			
			Oreall Officese Biles #1255			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
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ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
6	1800	cs	MINI-CINNAMON ROLLS (0517210):	PRICE:	PRICE:	PRICE:
O	1000	03	Mini cinnamon rolls, whole grain rich. Frozen			
			ovenable, prepackaged mini pull apart cinnamon			
			rolls. Must not exceed 250 caloiries. Total fat not to exceed 7 grams of fat, 0.7 grams of less trans. fat,			
			1.5 grams saturated fat. Not to exceed 35% of total			
			calories. Product must not exceed 300 mg. of			
			sodium per serving. One (1) package must provide			
			two (2) grains per serving as specified by the Child Nutrition Program. Packed 72/2.3oz/case.			
			Approved Brand(s) or Approved Alternate:			
			Pillsbury #33686000			
			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 grams			
			gramo			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
7	800	CS	BREAKFAST BREAD SLICE, VARIETY FLAVORS (0517350): Breakfast bread slice, frozen and individually packaged. Should include a variety of flavor options that include banana, cinnamon, blueberry, chocolate, etc. At least four (4) flavors should be available. Product should be whole grain rich and contain no more than 300 calories and ten (10) grams of fat. Sodium should not exceed 220 mg. per serving. Each three (3) oz. slice should provide two (2) grains per serving as specified by the Child Nutrition Program. Packed 70/3oz/16 lb. case. Approved Brand(s) or Approved Alternate: Super Bakery: Banana #6071 Zucchini #6072 Blueberry #6073 Cinnamon Burst #6074 Pumpkin #6075 Cocoa #6076 Sky Blue: Cinnamon #WBSCN270 Chocolate #WBSCH270 Mixed Berry #WBSMB270 Zucchini #WBSZU270 Banana #WBSBN270 Chocolate Chip Crumb Cake #CHR272 Blueberry Crumb Cake #BCR272  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 grams	PRICE:	PRICE:	PRICE:
1		l				

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
8	1500	CS	MINI PANCAKES (0516990): Mini pancakes, whole grain rich, frozen, must not exceed 230 calories. Total fat not to exceed 6 grams, 0.6 grams or less trans. fat, 1 gram saturated fat. Not to exceed 35 % of total calories. Ovenable, individually wrapped pouches (approximately 3 oz each). Each ovenable pouch must provide two (2) grains per serving as specified by the Child Nutrition Program. Packed 72/cs  Approved Brand(s) or Approved Alternate: General Mills: Maple Burst'n #13225-59000  Echo Lake Foods #MF7166WT  DeWafelBakkers: Maple #625 Blueberry #626 Apple Cinnamon #627 A+ Cinnamon #628 Banana #629 WG Strawberry #631 WG Choco Chip #633  ConAgra Foods/The Max: Cinnamon Glaze WG #94643-04442 Good Source/Tools for Schools: Maple #TFS7166 Strawberry #TFS7146 Advantage Waypoint/Pinnacle Foods: Aunt Jemima - Maple Blast #43563 Eggo/Kellogg's: Blueberry #38000-92560 Maple #38000-92562 Conferti #38000-92561  Conferti #38000-92562 Conferti #	FRICE:	PRICE	FRICE

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
9	1800	cs	FRENCH TOAST STICKS (0517010):	PRICE:	PRICE:	PRICE:
9	1000	CS	French toast sticks, <b>frozen</b> bread slices, whole grain			
			rich, coated with a creamy seasoned batter and			
			finished with a crispy style bread coating. Product			
			should be moderately sweet for serving with or			
			without syrup. Precooked, the product should be			
			suitable for final preparation in a conventional,			
			convection, or microwave oven. Sticks should be			
			approximately 4" x 1-1/8" x 5/8" and yield 17 sticks			
			per pound. A Child Nutrition (CN) label is preferred,			
			but not required; however, four (4) French toast sticks must provide at least two (2) grains per			
			serving as specified by the Child Nutrition Program.			
			Packed 144 - 180 sticks per case.			
			adiod 111 Too dione per cade.			
			Approved Brand(s) or Approved Alternate:			
			Farm Rich/Rich's #37722 Bake Crafters Food Co. #442			
			Bake Claiters Food Co. #442			
			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 grams			
			Estimated quantity based on 180 sticks per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

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	10	5000	CS	DOUGHNUTS, FROZEN (0517091): Doughnuts, <b>frozen</b> , all natural cake type, whole grain rich. Product will contain no artificial colorings, flavorings, sweeteners or preservatives. Must provide two (2) grains per serving as specified by the Child Nutrition Program. Preference will be given to low-fat product providing less than or equal to nine (9) grams of fat per doughnut or providing 30% or less of its calories from fat. Packed 80/cs.		······	
				Approved Brand(s) or Approved Alternate: Bake Crafters #1844  Tools for Schools-Smart Choice: Plain #78629 Apple Cinnamon #78626  Super Bakery: WG Goodyman PLUS #19100  Sky Blue Bakery: Fortified #FWD290  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 grams  Brand/Packed By  Product/Brand #  State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
11	700	CS	WAFFLES, MINI (0517021): Waffles, mini, maple or fruit flavored, whole grain rich, frozen. Individually wrapped, ovenable, heat and serve packages. Sodium must not exceed 200 mg. Product must provide two (2) grains per serving as specified by the Child Nutrition Program. Packed 72/case.  Please list all available flavors:  1		· MOE.	TANCE
			Approved Brand(s) or Approved Alternate: General Mills Pillsbury Mini Waffles: Blueberry Bash #32264 Maple Madness #32265  Bake Crafters Food Company: WG Maple Chip #1589  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 grams			
			Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
12	3200	cs	WAFFLE, DUTCH (0516490): Waffle, Dutch style, frozen, approximately five (5) inches in diameter, individually wrapped, whole grain rich. Must have a similar flavor profile to a regular waffle, pre- sweetened. One (1) waffle must meet two (2) grains as specified by the Child Nutrition Program. Packed 48/case, approximately 10 lbs./case  Approved Brand(s) or Approved Alternate: J&J #4521  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 grams			
			Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
13	4500	cs	TEXAS TOAST, GARLIC (0517220): Texas toast, frozen, whole grain rich, garlic flavored. Product must be a minimum of 1.2 oz. and meet one (1) grain as specified by the Child Nutrition Program. Product not to exceed 200 mg. of sodium per serving. Shelf life of 365 days. Packed approximately 144 slices/case.  Approved Brand(s) or Approved Alternate:	PRICE:	PRICE:	PRICE:
			Bakecrafters #1605 Coles #00847  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 grams Brand/Packed By Product/Brand # State Pack Size			
			Packages Per Case Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
14	3000	CS	PIZZA, WHOLE GRAIN, CHEESE, ROUND INDIVIDUAL (0517440): Cheese pizza, frozen, whole grain rich. Pizza must measure 5"-6" round with mozzarella cheese. Product must not exceed 350 calories per serving and 35% total calories from fat. Product not to exceed 500 mg. of sodium per serving. One (1) serving must provide two (2) meat/meat alternates and two (2) grains per serving as specified by the Child Nutrition Program. Must contain 0.5 grams or less trans-fat. Packed 60 to 72 portions/case.  You must state the Product Code number in order to evaluate all Bids correctly  Approved Brand(s) or Approved Alternate: ConAgra #77387-12444 Giorgio #8391 Nardone Brothers #625WRM2 Schwan's/Tony's #72572 Schwan's/Tony's #72580  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 grams	PRICE:	PRICE:	PRICE:
			Estimate based on 60servings per case.  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
15	1200	CS	PIZZA, MEXICAN STYLE, WITHOUT BEANS (0517670): Mexican style fiesta pizza, 5" round, Individually Quick frozen (IQF). Whole wheat rich crust with zesty tomato sauce and a blend of at least two (2) different cheese varieties. Sodium must not exceed 550 mg. One (1) serving must provide two (2) meat/meat alternates and two (2) grains per serving as specified by the Child Nutrition Program. Bulk packaging preferred, but individually wrapped will be accepted. Packed 72-96/case.	PRICE:	PRICE:	PRICE:
			Approved Brand(s) or Approved Alternate: Nardones #96WWMEX2  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 grams  Estimate based on 96 servings per case.			
			Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	PRICE:
16	1800	CS	CHEESY BREAD, PULL APART (0517690): Bread filled with low fat mozzarella cheese. Frozen, individually wrapped. Must be easily pulled apart into bite-sized pieces and must possess either an Italian garlic breadstick or spicy flavor profile. One serving must provide two (2) meat/meat alternates and two (2) grains per serving as specified by the Child Nutrition Program. Product should contain no more than 300 calories, and sodium must not exceed 480 mg. Packed 72-144/4.06 oz per case.  Please list all available flavors:  1	PRICE:	PRICE:	PRICE:
			Approved Brand(s) or Approved Alternate: Pillsbury:     Mozzarella & Garlic #138464000     Spicy Buffalo #131597000  Tools For Schools #255B Bosco's Pizza Co. #702011-1120 Schwan's #73338  CN Label			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
17	300	cs	GROUND BEEF, MINI BURGERS (0515090):	PRICE:	PRICE:	PRICE:
17	300	CS	Charbroiled mini burgers, 1 oz., <b>frozen.</b> Each mini			
			burger must provide one (1) oz. meat/meat alternate			
			as specified by the Child Nutrition Program. Product			
			not to exceed 220 mg. of sodium per serving.			
			Product must not contain any lean, finely			
			textured beef. Packed 400/cs.			
			Approved Brand(s) or Approved Alternate:			
			Tyson #14903-328			
			Don Lee Farms #CN161203			
			JTM #5669CE			
			American Food Group #290812			
			Advanced Pierre #15-312-9			
			MaidRite #75156-03421			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
18	800	CS	GROUND BEEF PATTIES (0516115): Ground beef patties, fully cooked, un-breaded, charcoal flame broiled, frozen. This product should be CN labeled to certify that each patty will contain approximately 2.3 oz. of protein to provide two (2) meat/meat alternates per serving as specified by the Child Nutrition Program. Product not to exceed 385 mg. of sodium per serving. 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 (Individual Quick Frozen). Product must not contain any lean, finely textured beef. Packed 228-280/cs.  Is your product IQF? [ ] Yes [ ] No  Approved Brand(s) or Approved Alternate: JTM #5670CE	PRICE:	PRICE:	PRICE:
			Don Lee Farms #CN162403 American Food Group #290820 Tyson #81112-0928 Advanced Pierre #3860 Advanced Pierre #80024ACN MaidRite #75156-03320  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 grams			
			Estimated quantity based on 228 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count  Comments:			
			Sommonto.			

TEM QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	PRICE:
19 1000	) cs	TACO MEAT (0516170): Beef taco meat, precooked, pre-seasoned, frozen Preference is for boil-in-bag, heat & serve preparation. Must provide two (2) oz. meat/meat alternate per serving as specified by the Child Nutrition Program. Preference will be given to products that do not contain VPP. Packed thirty (30) lbs./cs. Product must not contain any lean, finely textured beef.			
		Approved Brand(s) or Approved Alternate:  JTM: #5232CE #5249CE #5250CE #5258CE  Tyson: #24338-0928 #102082-0928 Double L Ranch/Global #TACOR101 MaidRite #75156-93200 Don Lee #CNK12500  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 grams			
		Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
21	3000	cs	SAUSAGE PATTY, TURKEY (0516210): Turkey sausage patty, fully cooked, pre- seasoned,	PRICE:	PRICE:	PRICE:
			Individually Quick Frozen (IQF). Product should not exceed 100 mg. sodium per serving. One link must			
			provide one (1) oz. meat/meat alternate as specified by the Child Nutrition Program. The product should contain no allergens or gluten. Packed 10 lbs./cs.			
			Approved Brand(s) or Approved Alternate: Jennie-O #6132 MaidRite #75156-00513			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED
			OR	PRICE:	PRICE:	PRICE:
			J.,			
22	3000	cs	SAUSAGE LINK, TURKEY (0516200):			
			Turkey links, precooked, seasoned, Individually Quick Frozen (IQF.) Product must not exceed 100			
			mg. of sodium per serving. Each 1.025 link must			
			provide one (1) oz. meat/meat alternate per serving			
			as specified by the Child Nutrition Program. The			
			product should contain no allergens or gluten.			
			Packed 10 lbs./cs.			
			Approved Brand(s) or Approved Alternate:			
			Jennie-O #6140			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
23	300	cs	SMOKED SAUSAGE (0516120):	PRICE:	PRICE:	PRICE:
23	300	US	Pork and beef, smoked, in casings; all meat, include			
			no offal items. Must be hard frozen and 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. Packed approximately 10			
			lbs. per case.			
			Approved Brand(s) or Approved Alternate: Hillshire Farms/Tyson #9400			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
24	200	cs	PEPPERONI, TURKEY, SLICED (0512140):	PRICE:	PRICE:	PRICE:
			Pepperoni, turkey, thinly sliced, seasoned, fully cooked, frozen, aged and dried for peak flavor.			
			Made from select turkey cuts. Product not to exceed			
			200 mg. of sodium per one (1) oz. serving. Must			
			contain 0.5 grams or less trans-fat. Packed 14 to 16 slices per ounce, 10 lbs. per case.			
			Approved Brand(s) or Approved Alternate: Jennie O #213008			
			Jennie O #213000			
			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 grams			
			Estimate based on 14 slices per oz.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
25	200		BACON, TURKEY (0517540):	PRICE:	PRICE:	PRICE:
25	200	CS	Turkey bacon, frozen. In a re-sealable package.			
			Product not to exceed 150 mg. of sodium per			
			serving. Packed approximately 10 lbs./case.			
			, ,			
			Approved Brand(s) or Approved Alternate:			
			Jennie-O #271106			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			0			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
26	1200	CS	DELI STYLE TURKEY HAM, SLICED	PRICE:	PRICE:	PRICE:
20	1200	CS	(0516220): Deli style turkey ham, boneless, skinless,			
			frozen, smoked and cured made from the dark meat			
			of a turkey, pre-sliced. The turkey ham should have			
			no more than 20% water added. No more than six (6)			
			slices should be required to meet the two (2)			
			oz meat/meat alternate as specified by the Child			
			Nutrition Program. Product not to exceed 800 mg. of			
			sodium per serving. Packed 13 lbs to 16 lbs per			
			case.			
			A			
			Approved Brand(s) or Approved Alternate: Jennie-O #2565 (Sliced)			
			Shady Brooke/Cargill Meat Solutions			
			#700273			
			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 grams			
			Estimate based on 16 lbs per case.			
			Brand/Packed By			
			Deadwat/Dead 4			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
		l				

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			OR	PRICE:	PRICE:	PRICE:
27	1200	CS	DELI STYLE TURKEY HAM, WHOLE (0516220): Deli style turkey ham, boneless, skinless, frozen, smoked and cured made from the dark meat of a turkey, pre-sliced. The turkey ham should have no more than 20% water added. No more than six (6) slices should be required to meet the two (2) oz meat/meat alternate as specified by the Child Nutrition Program. Product not to exceed 800 mg. of sodium per serving. Packed 13 lbs to 16 lbs per case.			
			Approved Brand(s) or Approved Alternate: Jennie-O #8028 (Whole)			
			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 grams			
			Estimate based on 16 lbs per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
	-			PRICE:	PRICE:	PRICE:
28	1200 1200 1200 1200 1200 1200 1200 1200	cs	ROAST TURKEY BREAST, SLICED (0516340): Turkey breast, roasted, frozen. Product should be extra lean and pre- sliced. No more than five (5) slices should be required to meet the two (2) oz. meat/meat alternate as specified by the Child Nutrition Program. Product not to exceed 800 mg. of sodium per serving.  Approved Brand(s) or Approved Alternate: Jennie-O #8483 Shady Brooke/Cargill Meat Solutions #700168 Hillshire Farms/Tyson #32189-414  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 grams  Estimate based on 12 lbs per case.  Brand/Packed By	PRICE:	PRICE:	PRICE:
			Product/Brand # State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

<b>QTY</b> 300	cs	TURKEY BREAST (0516312): Turkey breast, frozen, boneless, fully cooked and thick sliced. Product should be made from skinless, whole muscle white meat with water, salt, and sodium phosphates added. Product not to exceed	PRICE:	PRICE:	PRICE:
300	cs	Turkey breast, frozen, boneless, fully cooked and thick sliced. Product should be made from skinless, whole muscle white meat with water, salt, and sodium phosphates added. Product not to exceed			
		600 mg. of sodium per serving. Each three (3) oz. serving should equal two (2) meat/meat alternates as specified by the Child Nutrition Program requirements. Each case, weighing approximately 44 lbs., will contain approximately 240 servings.			
		Approved Brand(s) or Approved Alternate: Jennie-O # 878403			
		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 grams			
		Brand/Packed By			
		Product/Brand #			
		State Pack Size			
		Commons.			
			lbs., will contain approximately 240 servings.  Approved Brand(s) or Approved Alternate: Jennie-O # 878403  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 grams  Brand/Packed By  Product/Brand #	Approved Brand(s) or Approved Alternate: Jennie-O # 878403  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 grams  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count	Ibs., will contain approximately 240 servings.  Approved Brand(s) or Approved Alternate: Jennie-O # 878403  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 grams  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count

QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
600	CS	TURKEY POT ROAST (0516760):	PRICE:	PRICE:	PRICE:
000	00				
		breast (white and dark meat). Frozen, fully cooked in			
		Nutrition Program. Packed 30 lbs. per case.			
		Approved Brand(s) or Approved Alternate:			
		Cargill #700267			
		Please indicate below if your product contains			
		Trans Fats per serving when applicable:			
		High Fructose Corn Syrup [ ] Yes [ ] No			
		Trans Fat grams			
		 Brand/Packed By			
		Product/Brand #			
		Comments:			
	600	600 cs	Turkey pot roast, made from turkey thigh and turkey breast (white and dark meat). Frozen, fully cooked in ovenproof bag. One (3.5 oz.) portion must consist of thick turkey chunks in turkey gravy and must not exceed 410 mg. of sodium. Must contain 0.5 grams or less trans fat. One (1) portion must provide two (2) meat/meat alternates as specified by the Child Nutrition Program. Packed 30 lbs. per case.  Approved Brand(s) or Approved Alternate: Cargill #700267  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 grams  Brand/Packed By  Product/Brand #  State Pack Size Packages Per Case Ti and Hi Pallet Case Count	Turkey pot roast, made from turkey thigh and turkey breast (white and dark meat). Frozen, fully cooked in ovenproof bag. One (3.5 oz.) portion must consist of thick turkey chunks in turkey gravy and must not exceed 410 mg. of sodium. Must contain 0.5 grams or less trans fat. One (1) portion must provide two (2) meat/meat alternates as specified by the Child Nutrition Program. Packed 30 lbs. per case.  Approved Brand(s) or Approved Alternate: Cargill #700267  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 grams  Brand/Packed By  Product/Brand #  State Pack Size Packages Per Case Ti and Hi Pallet Case Count	Turkey pot roast, made from turkey thigh and turkey breast (white and dark meat). Frozen, fully cooked in ovenproof bag. One (3.5 oz.) portion must consist of thick turkey chunks in turkey gravy and must not exceed 410 mg. of sodium. Must contain 0.5 grams or less trans fat. One (1) portion must provide two (2) meat/meat alternates as specified by the Child Nutrition Program. Packed 30 lbs. per case.  Approved Brand(s) or Approved Alternate: Cargill #700267  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 grams  Brand/Packed By  Product/Brand #  State Pack Size Packages Per Case Ti and Hi Pallet Case Count

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
31	1500	CS	GRILLED WHITE CHICKEN PATTY (0516562): Chicken filet, grilled, whole muscle,			
			unbreaded, fully cooked, <b>frozen</b> . Filet must be made			
			from 100% breast meat. Chicken filet should fit on a			
			regular size hamburger bun. Product should not			
			contain vegetable protein product (VPP). Should			
			contain no more than six (6) grams of fat per one (1) piece serving. Product must not exceed 350 mg. of			
			sodium per serving. One (1) serving must provide			
			two (2) meat/meat alternates as specified by the			
			Child Nutrition Program. Between 50-130			
			patties/case. Portion count to be stated on label.			
			Approved Brand(s) or Approved Alternate:			
			Tyson #38350-928			
			Advance Pierre #68215			
			House of Raeford #21850			
			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			
Ī			Trans Fat grams			
			Estimate based on 128 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
32	700	cs	CHICKEN BREAKFAST PATTY, BREADED, WHOLE GRAIN (0516580): Chicken breakfast patty, whole grain rich, frozen Approximately 1.6 oz. by weight. Size should be appropriate to fit on a biscuit. One 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. Preference will be given to whole muscle patty containing only breast meat. This product must provide at least one (1) oz. meat/meat alternate as specified by the Child Nutrition Program. The chicken patty portions should be bulk in a 10-30 lb. inner lined master carton containing approximately 200 portions per case.  Approved Brand(s) or Approved Alternate: Advance Pierre #68219 Gold Kist #6345 Gold Kist #6345 Gold Kist #6345 Gold Kist #6345 Froview #50515-WG Tyson #5778-329  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 grams  Estimate based on 200 per case.	PRICE:	PRICE:	PRICE:
			Packages Per Case Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
33	1900	CS	BREADED CHICKEN BREAST FILETS, SPICY, WHOLE GRAIN (0516620): Chicken breast filet, spicy, frozen. Whole grain rich breading. Approximately 3.5 to 4 oz. breaded, whole muscle filets for sandwiches. The whole muscle breast halves with rib meat may contain up to 13% of a solution made of water and the following seasoning combination: salt, spices, sodium phosphates, chili pepper, paprika, extractives of paprika and extractives of turmeric. The breast portions 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. Product must not exceed 600 mg. of sodium per serving. Each portion must contain no less than two (2) oz. serving of meat/meat alternates as specified by the Child Nutrition Program. The breast filet portions should be bulk packed in a 10 to 30 lb. inner lined master carton containing approximately 34 to 132 portions per case.  Approved Brand(s) or Approved Alternate: Gold Creek Foods #5200 Gold Kist #7517 Perdue #66193 ProView #60325-WG Rich Chicks #RC13410 Tyson #70312-928  Please indicate below if your product contains High Fructose Corn Syrup [] Yes [] No Trans Fats per serving when applicable: High Fructose Corn Syrup [] Yes [] No Trans Fats per serving when applicable:  High Fructose Corn Syrup [] Yes [] No  Trans Fat grams  Estimate based on 81 portions per case.	TRICE:	PAIDE:	TANCE:
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ITEM QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
34 3500	cs	BREADED CHICKEN BREAST FILETS, WHOLE GRAIN (0516930): Whole muscle chicken breast, frozen filets for sandwiches. Approximately 3.5 to 4.5 oz. breaded. The whole muscle breast halves with rib meat may contain up to 13% of a solution made of water and the following seasoning combination: salt, spices, sodium phosphates, chili pepper, paprika, extractives of paprika and extractives of turmeric. The breast portions 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. Sodium not to exceed 500 mg. The breast filet portions should be bulk packed in a 10 to 30 lbs. inner lined master carton containing approximately 34 to 126 portions/ case.  Approved Brand(s) or Approved Alternate: Gold Creek Foods #5001 Fitz Foods #10101SF Proview #60715WG Rich Chicks #RC13408 Tyson #70300-92  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 grams  Estimate based on 81 portions per case.			
		Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
	QTY 6000	cs	CHICKEN BREAST TENDERS, WHOLE MUSCLE (0516650): Chicken breast tenders, frozen, fully cooked whole muscle. Whole grain rich breading with seasoning for mild flavor. When baked, product should have a crunchy outside and be moist inside. Product not to exceed 600 mg. of sodium per serving. One (1) serving must provide two (2) meat/meat alternates and one (1) grain as specified by the Child Nutrition Program. No more than three (3) chicken tenders should be required to meet the two (2) oz. meat/meat alternate component. Inclusion of individual boxes for packaging on the serving line is desired. Packed 10-20 lbs. per case.  Approved Brand(s) or Approved Alternate: Dot/Somma #101010 Fit Foodz #30101SF Gold Creek Foods #4507 House of Raeford #23500 Proview #63230-WG Proview #63230-WG Proview #63230-WG Proview #63030 Rich Chicks #RC43403 Tyson #70332-928  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 grams  Estimate based on 10 lb. per case.  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:	PRICE:	PRICE:	PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
36	2500	CS	POPCORN CHICKEN (0516870):	PRICE:	PRICE:	PRICE:
30	2500	CS	Popcorn chicken, fully cooked, breaded bite size			
			chunks, <b>frozen</b> . Whole grain rich breading should			
			,			
			contain mild seasonings for flavor. When baked,			
			product should have a crunchy outside and moist			
			inside. Product not to exceed 400 mg. of sodium per			
			serving. One serving must provide two (2) oz.			
			meat/meat alternates and one (1) grain as specified			
			by the Child Nutrition Program. No more than sixteen			
			(16) pieces should be required to meet the two (2)			
			oz. meat/meat alternate requirement. Packed 20-30			
			lbs. per case.			
			Approved Brand(s) or Approved Alternate:			
			Advanced Pierre #68211			
			Fit Foodz #4020210			
			Gold Creek Foods #1800			
			Gold Kist #691600			
			Pilgrim's Pride/Gold Kist #698100			
			ProView #43015-WG			
			Rich Chicks #54413			
			Tyson #2940			
			Please indicate below if your product contains			
			High Fructose Corn Syrup and/or the amount of			
			Trans Fats per serving when applicable:			
			Trails I als per serving when applicable.			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 30 lb. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
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ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
38	2000	CS	GRILLED CHICKEN EVILLA MEAT DARK	PRICE:	PRICE:	PRICE:
38	2000	CS	GRILLED CHICKEN FAJITA MEAT, DARK (0516690): Chicken fajita, dark meat, grilled, seasoned, fully cooked, frozen chicken strips. Product should not contain breading. Size and shape should resemble meat used on fajita. Product not to exceed 500 mg. of sodium per serving. One (1) serving must provide two (2) meat/meat alternates as specified by the Child Nutrition program. Packed 30 lbs. per case.  Approved Brand(s) or Approved Alternate: Advanced Pierre #24-201 Asian Food Solutions #78800 Gold Creek #8050 Koch Foods #88406 Proview #62600 Pilgrim's Pride/Gold Kist #1260 Pilgrim's Pride/Gold Kist #1325 Tony Downs Food/Comida Vida #470625 Tyson #4621  Please indicate below if your product contains	PRICE.	TRICE.	PRIOE.
			High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:  High Fructose Corn Syrup [ ] Yes [ ] No  Trans Fat grams  Brand/Packed By  Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
39	2500	cs	CHICKEN, 8-PIECE BREADED (0516550):	PRICE:	PRICE:	PRICE:
33	2300	US	Chicken, 8-piece breaded, fully cooked, seasoned,			
			and <b>frozen</b> . Whole grain rich breading. Product should be ovenable, zero trans-fat; each breast, thigh			
			or drumstick and wing combination must provide two			
			(2) meat/meat alternates as specified by the Child Nutrition Program. Product not to exceed 600 mg. of			
			sodium per serving. Packed approximately 25-35 lbs.			
			per case.			
			Approved Brand(s) or Approved Alternate:			
			Pilgrim's Pride/ Gold Kist #7812 Tyson #666000-928			
			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 grams			
			Estimated quantity based on 35 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	оту	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
40	2000	cs	CHICKEN, 8-PIECE ROASTED (0516540) Chicken, 8-piece roasted, fully cooked, marinated, and frozen. Product should be ovenable, zero transfat. Each breast, thigh, or drumstick and wing combination must provide two (2) meat/meat alternates as specified by the Child Nutrition Program. Product not to exceed 120 mg. of sodium per serving. Packed approximately 25-35 lbs. per case.  Approved Brand(s) or Approved Alternate: Pilgrim's Pride-Gold Kist #8820  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 grams	PRICE:	PRICE:	PRICE
			Estimated quantity based on 30 lbs. per case.  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
41	400	CS	TACO WRAP, MEAT-FILLED, VARIETY FLAVORS (0516730):  Tortilla wrap filled with chicken or beef and cheese as well as chili powder, cumin or other spices for a Mexican flavor profile. Frozen. Product should have a soft burrito- style or crispy corn-style shell, and be approximately 2-3 oz per serving. Product should be whole grain rich regardless of shell type. Preference will be given to products providing one (1) grain and one (1) meat/meat alternate per serving as specified by the Child Nutrition Program. Product should contain less than 230 calories and 275 mg. of sodium. Packed approximately 108/2.81oz/19 lb. case or 140/1.7oz/15 lb. case.  Approved Brand(s) or Approved Alternate: Fernando's Grab Wraps: Cheese & Poblano Chile #5266 Buffalo Chicken #5263  AIT/Posada: Chicken Taquito #46580011  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 grams  Estimated quantity based on 19 lbs. per case.	PRICE:	PRICE:	PRICE:
			Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
42	1500	CS	FISH STICKS, CORNMEAL CRUST			
			(0515051): Fish sticks, <b>frozen</b> , corn meal coated Pollock sticks. Must be whole grain rich breading.			
			Product not to exceed 260 calories and 400 mg. of			
			sodium per serving. Total fat not to exceed 12			
			grams. Must contain 0.5 grams or less trans-fat.			
			Minimum of three (3) sticks per serving. One (1)			
			serving must provide two (2) meat/meat alternates			
			and one (1) grain as specified by the Child Nutrition			
			Program. Minimum of 35 servings/10-20 lbs. case.			
			Approved Brand(s) or Approved Alternate:			
			Highliner Foods #53126			
			Channel Fish Gloucester/North Atlantic			
			#325005G0			
			Please indicate below if your product contains			
			High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			Trans Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimated quantity based on 20 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
		l				

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
43	300	CS	FISH PORTION, CORNMEAL CRUSTED (0515030): Fish portion, frozen, cornmeal coated pollock portion. Must be whole grain rich breading. Product must not exceed 200 calories and 350 mg. sodium per portion. Total fat not to exceed eight (8) grams. Must contain 0.5 grams or less trans-fat. One portion must provide two (2) meat/meat alternates and one (1) grain as specified by the Child Nutrition Program. Packed approximately 88 servings/ 20 lb. case.  Approved Brand(s) or Approved Alternate: Channel Fish #325008D5  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 grams  Estimated quantity based on 88 servings per case.	PRICE:	PRICE:	PRICE:
			Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
44	800	CS	PORK, BBQ, SHREDDED (0516940): Pork, shredded in BBQ sauce. Minimum four (4) oz. serving must provide two (2) meat/meat alternates as specified by the Child Nutrition Program. Product not to exceed 300 mg. of sodium per serving. Must contain 0.5 grams or less trans fat. Packed 20 lbs per case.  Approved Brand(s) or Approved Alternate: Advance Pierre #69160 Brookwood Farms #12307 Chandler Foods Inc. #14-000-02 CN Label [ ] Yes [ ] No 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 grams	PRICE:	PRICE:	PRICE:
			Estimated quantity based on 20 lbs per case.  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
			PRICE:	PRICE:	PRICE:
45 2000	cs	CORN DOG (0516052): Corn dog, whole grain rich batter wrapped turkey or chicken frank on a stick, frozen. Product contains two (2) oz. all meat frank made from turkey or chicken. Total weight of battered product will be no less than three (3) oz. and will not exceed four (4) oz. Product not to exceed 675 mg. of sodium per serving. One serving must provide two (2) oz. meat/meat alternates and two (2) grains as specified by the Child Nutrition Program. Packed 48-72 per case.  Approved Brand(s) or Approved Alternate: Foster Farms #95150 Good Source/Tools for School #240100 Monogram Foods #11395 Sara Lee/State Fair #28322 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			11100
		Trans Fat grams  Estimated quantity based on 72 corn dogs per case.  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
	-,			PRICE:	PRICE:	PRICE:
46	1500	CS	FRANKFURTERS, BEEF (0516070): Frankfurters, beef, lower sodium, frozen, approximately two (2) oz size per serving. 100% USDA inspected cuts of beef. Ingredients to include beef, water and salt with less than 2% coming from other ingredients needed for preservation of product. Must be processed in a USDA inspected and approved plant. Product not to exceed 400 mg. of sodium per serving. Case must display CN label assuring that each two (2) oz. frank provides two (2) meat/meat alternates as specified by the Child Nutrition Program. Packed 80 franks/10 lb. case or 160 franks/ 20 lb. case.  Approved Brand(s) or Approved Alternate: John Morrell/Armour #27815-48169 Eisenberg #119 National Food Group #612441  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 grams			
			Estimate based on 80 frankfurters per 10 lb. case.  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
			OR	PRICE:	PRICE:	PRICE:
	4=00					
47	1500	CS	FRANKFURTERS, TURKEY (0516070): Frankfurters, turkey, frozen, approximately two (2) oz. size per serving.100% USDA inspected cuts of turkey. Ingredients to include turkey, water and salt, with less than 2% coming from other ingredients needed for preservation of product. Product not to exceed 400 mg. of sodium per serving. Must be processed in a USDA inspected and approved plant. Case must display CN label assuring that each two (2) oz. frank provides two (2) oz. meat/meat alternates specified by the Child Nutrition Program. Packed 80 franks/10 lb./ case or 160 franks/20 lb. case.  Approved Brand(s) or Approved Alternate: Jennie-O #612620 Cargill/Harvest Provisions #700196 Kunzler #1075  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 grams			
			Estimate based on 80 frankfurters per 10 lb. case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
48	2500	CS	TOASTER PASTRIES, WHOLE GRAIN, SINGLE COUNT(0505970): Toaster pastry, whole grain rich. 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. Product must not exceed 200 mg. of sodium per serving (1 pastry). One 50-gram pastry must provide one (1) grain per serving as specified by the Child Nutrition Program. Product should be packed 120/1 count individually wrapped pastries per case.  Please list all available flavors: 1			
			Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
	1500	CS	TOASTER PASTRIES, WHOLE GRAIN, TWO COUNT (0505980):  Toaster pastries, whole grain rich. Individually wrapped, two (2) count, assorted flavor filled pastries. Pastries should be fully baked and ready-toeat from the pouch, but should also be suitable for toasting/warming in conventional or microwave ovens. Product must not exceed 400 mg. of sodium per serving (2 pastries). One (1) serving (2-50 gram pastries) must provide two (2) grains as specified by the Child Nutrition Program. Product should be packed 72/2 count individually wrapped pastries per case.  Please list all available flavors: 1		PRICE:	PRICE:
			Trans Fat grams  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
50 3000		CEREAL BAR, SHELF STABLE, 1-GRAIN (0505990): Cereal bar, whole grain rich, shelf stable. Must be individually wrapped, single count, ready-to-eat. Product must not exceed 180 mg. of sodium per serving. One (1) bar must provide one (1) grain per serving as specified by the Child Nutrition Program. Product should have a shelf life of 180 days and should be packed 96/1.4 oz count individually wrapped cereal bars per case.  Please list all available flavors: 1	PRICE:	PRICE:	PRICE:
		Trans Fat grams  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			OR			
51	3000	CS	CEREAL BAR WITH CEREAL PIECES, SHELF STABLE, 1-GRAIN (0505130): Cereal bar, made with whole grain oats and whole grain cereal pieces. Item should be whole grain rich, shelf stable. Product should contain cereal pieces from brand name cereals only. Must be individually wrapped, single count, ready-to-eat. Product must not exceed 180 mg. of sodium per serving. One (1) bar must provide one (1) grain per serving as specified by the Child Nutrition Program. Product should have a shelf life of 180 days and should be packed 96/1.4 oz count individually wrapped cereal bars per case.  Please list all available flavors: 1			
			High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	оту	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
52	5000	CS	CEREALS, READY-TO-EAT (0506010): Cereal, ready to eat, portioned servings of whole grain rich, reduced sugar, packed in plastic disposable serving dishes with airtight foil lids. Product must not exceed 180 mg. of sodium per serving. Must provide one (1) grain per serving as specified by the Child Nutrition Program. Packed 96/1 0 oz servings per case List all available Approved Brand(s) or Approved Alternate; General Mills - All Flavors Kellogg's - All Flavors *All listed flavors should be peanut free*  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 grams		PRICE:	PRICE:
			Brand/Packed By  Product/Brand #  State Pack Size			
			Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
53	100	CS	CEREALS, READY-TO-EAT, BULK PACK (0506170): Cereal, bulk pack, whole grain rich, ready- to-eat cereals; reduced sugar, with easy open and pour packaging. Product must not exceed 180 mg, of sodium per serving. Must provide one (1) grain per serving as specified by the Child Nutrition Program. Packed 4/11.25 lb bags per case. List all available cereals and pricing below.  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.  Please list all available flavors: 1	PRICE:	PRICE:	PRICE:
			Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
54	QTY 2500	CS	DESCRIPTION  MUFFIN, VARIETY, SMALL, SHELF STABLE (0517151): Muffin, 2 oz., whole grain rich, no greater than 200 calories, shelf stable. Product should have a minimum six (6) month shelf life. Total fat not to exceed 35% of total calories and 200 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. One (1) muffin must provide one (1) grain per serving as specified by the Child Nutrition Program. Prefer Banana, Blueberry, and Chocolate flavors. Must be individually wrapped. Packed 72-96/2 oz/case.  Please list all available flavors: 1	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
55	800	cs	GRANOLA, BULK PACK (0506180): Granola, whole grain oats and honey, bulk pack cereal blend. Easy open and pour packaging. Packed 12.50 to 25 lbs per case.		PRICE:	PRICE:
			Approved Brand(s) or Approved Alternate: Back to Basics #40025-8 Fieldstone #09799 General Mills, Nature Valley #27111			
			Kellogg's #38000-49834  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 grams			
			Estimates based on 12.50 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

				PORTION	UNIT	EXTENDED
ITEM	QTY	UNIT	DESCRIPTION	PRICE:	PRICE:	PRICE:
56	50	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.			
			Approved Brand(s) or Approved Alternate: Sysco Classic #4047510			
			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 grams			
			Estimates based on 6/48 oz. cans per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
	-			PRICE:	PRICE:	PRICE:
57	<b>S</b> 0	CS CS	TUNA (0504100): Tuna, light meat, chunk style, packed in water. Must be packed under continuous inspection by U.S. Dept. of Commerce. Cases or cans must carry USDC shield. Packed 66 oz. cans, six (6) cans per case.  Approved Brand(s) or Approved Alternate: Bumble Bee #8660011580 Chicken of the Sea #7831 StarKist #16500  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 grams  Portion Size (individual serving)	PRICE:	PRICE:	PRICE:
			Portions Per Case  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
	-			PRICE:	PRICE:	PRICE:
58	1800	CS	TACO SHELL BOWLS (0511190): Tortilla shell, bowl, whole grain rich. Ready to use,			
			edible bowl, shaped to serve chili, salads, etc.			
			Uniform in shape and size. Must provide two (2)			
			grains as specified by the Child Nutrition Program.			
			Each bowl should be packaged in a special			
			corrugated sleeve and nested together to prevent breakage. Packed 144/case.			
			Approved Brand(s) or Approved Alternate:			
			Edibowl #0512-8 Warnock Food Products #22350R			
			Walliock Food Floddels #22000K			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Portion Size(individual serving)			
			Portions Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
59	3000	CS	FRUIT SLUSH, 100% FRUIT JUICE (0517470): Fruit slush, made with 100% fruit juice, 4 oz. in tube or pouch form, shelf stable. Natural flavoring, no sugar added. Thaw and freeze capabilities with a shelf life up to twelve (12) months. Must provide ½ cup fruit per serving as specified by the Child Nutrition Program. Packed 96/4 oz. per case.  Approved Brand(s) or Approved Alternate: Cool Topics, Rips: Orange Mango #12003 Dragon Punch #12004 Kiwi Strawberry #12002 Lemonade #12005 Sour Apple #13006 Blue Raspberry #13001  Please list all available flavors: 1. 2. 3. 4. 5.  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 grams  Portion Size (individual serving)  Portions Per Case  Brand/Packed By  Product/Brand #  State Pack Size  Packages Per Case  Ti and Hi Pallet Case Count  Comments:		PRICE:	PRICE:

ITEM QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
60 2000	cs	RAISINS, FLAVORED (0509161):  U.S. Grade A, type II from sun-dried, sultana unseeded grapes, flavor infused. Raisins should be no larger than two (2) crown (3/8 inch) and should contain no stems or cap stems. Product should be free from poorly developed, damaged, sugared, moldy, fermented, or decayed berries. It should also be free of insect infestation, dirt, foreign material, decay, grit, sand, shattered or damaged berries. Product should have minimal added sugars. Raisins should be individually packaged 1.3-1.5 oz. (1/4 cup fruit serving), equaling ½ cup fruit requirement as specified by the Child Nutrition Program. Packed 250/case.  Approved Brand(s) or Approved Alternate: Amazin' Raisin Orange #AA02A0A3E0 National #NC144-1.5LION ZeeZee #609271  List available flavors: 1		PRICE:	PRICE:

ITEM	ОТУ	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
61	1000	CS	FRENCH FRIES, POTATO STIX (0514321):			
			French fries, <b>frozen</b> , seasoned, ovenable, regular moisture, straight cut potatoes, reduced sodium.			
			Must be grown in the Northwestern states of Idaho,			
			Oregon, Washington or South Dakota. One (1)			
			serving should provide ½ cup vegetable per Child			
			Nutrition Program. Product not to exceed 170 mg. of			
			sodium per serving. Packed 6/5 lbs. or 30 lbs. per			
			case.			
			Approved Brand(s) or Approved Alternate:			
			McCain #1000007470			
			Please indicate below if your product contains			
			High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			Trails I ats per serving when applicable.			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Portion Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
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ITEM Q1	TY UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
62 3C		EGG AND CHEESE BREAKFAST PASTRY, WHOLE GRAIN (NEW ITEM): Whole Grain pastry that contains scrambled eggs and cheese. Each two (2) oz serving must provide one (1) oz meat/meat alternate and one (1) oz grain as specified in Child Nutrition Program. Product must not to exceed 400 mg of sodium. Packed 20 lbs. per case.  Approved Brand(s) or Approved Alternate: ES Foods: Egg & Cheese Breakfast Bowtie #25341  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 grams		PRICE:	PRICE:
		Brand/Packed By Product/Brand # State Pack Size  Portion Size Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE:	PRICE:
63	1000	cs	MINI CALZONES, CHEESE (NEW ITEM): 48/case, Mini calzones, whole grain rich, filled with a low-fat			
			mozzarella, Romano, and ricotta cheese mixture and			
			tomato sauce, <b>frozen</b> . One 5 oz. serving should			
			equate to approximately three (3) mini calzones.			
			Sodium must not exceed 570 mg. per serving. Must			
			provide two (2) meat/meat alternates and two (2)			
			grains as specified by the Child Nutrition Program.			
			Approved Brand(s) or Approved Alternate:			
			Albie's Foods Inc:			
			WG Cheese Calzone #816			
			Giorgio Foods: Italian Style Mini Cheese Crescents #9074			
			Italian Style Willi Greese Grescents #3074			
			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 grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Portion Size			
			Portions Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
64	1200	CS	CHEESY BREAD, BITE SIZE (NEW ITEM): Bread filled with low fat mozzarella cheese. Frozen Must be bite-sized pieces and must possess either an Italian garlic breadstick or spicy flavor profile. One (1) serving must provide two (2) meat/meat alternates and two (2) grains per serving as specified by the Child Nutrition Program. Product should contain no more than 300 calories, and sodium must not exceed 540 mg. Packed 72/4.06 oz/case.  Please list all available flavors: 1	PRICE:	PRICE:	PRICE:
			Trans Fat grams  Brand/Packed By  Product/Brand #  State Pack Size  Portion Size  Portions Per Case  Ti and Hi Pallet Case Count  Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
65	<b>QTY</b> 1000	cs	DESCRIPTION  BAKED VEGETABLE BREAD, WG (NEW ITEM): Whole grain baked bread item with corners turned up. Contains broccoli, spinach, and low fat mozzarella cheese. 4.5 oz product must provide 2.0 oz. meat/meat alternate and 2 oz. grain as specified in Child Nutrition Program. Product not to exceed 620 mg of sodium. Packaged 96/case.  Approved Brand(s) or Approved Alternate: ES Foods: WG Vegetable Pinwheel #25407  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	PRICE:	UNIT PRICE:	PRICE:
			Trans Fat grams  Brand/Packed By  Product/Brand #  State Pack Size  Portion Size  Portions Per Case  Ti and Hi Pallet Case Count  Comments:			

#### 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.

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

### (Please read instructions below before completing Certification)

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

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

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

#### SIGNATURE(S)

#### DATE

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

## FORM P-002 Reference Release Form

(Name/ Title)	(Name of Company)
give the Escambia County School District, Flo	orida authorization to check our company's previous
performance.	, , ,
Authorizing Signature:	
Additionaling digitation.	
<u></u>	REFERENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
	111111111111111111111111111111111111111
CONTACT'S EMAIL ADDRESS:	
_	
	REFERENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
CONTACT FERSON.	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	
F	REFERENCE
	(El Ellello)
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
OOM TENGON.	
PHONE NUMBER:	FAX NUMBER:

### **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

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

## **ATTACHMENT E**

## **NON-COLLUSION AFFIDAVIT**

State	e of
Cont	ract/RFP No
Cour	nty of
l stat	e that I am theof (Title) (Name of Firm)
and I perso	am authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the on responsible in my firm for the price(s) guarantees and the total financial commitment represented in this bid response.
l stat	e 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) no approximate amount of this RFP/bid, have been disclosed to any other firm or person who is a bidder of potential bidder, and they will not be disclosed before RFP/bidopening.
(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:

## ATTACHMENT E

Page 2 of 2 Non-Collusion Affidavit

(Name of the Company)
(Name of the Company)
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 <a href="Escambia County School District">Escambia County School District</a> of the true facts relating to submission of RFP/bids for this contract.
(Name and Company Position)
SWORN TO SUBSCRIBED
BEFORE ME THISDAY
OF, 20
NOTARY PUBLIC
My commission expires:

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

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

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

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

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

Approved:	Initials of Each Signatory:
Donna Sessions Waters	
General Counsel	
Escambia County School Board	
75 North Pace Blvd.	
Pensacola, FL 32505	
02/28/2020	

Florida Statutes 287.135

# VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Company Name:	
Vendor FEIN:	
Vendor's Authorized Representative Name and Title:	
Address:	
City: State:	: Zip:
Phone Number:	
Email	_
Address:	
Companies with Activities in the Iran Petroleum Energy Se F.S., or the Scrutinized Companies that Boycott Israel List, that are engaged in a boycott of Israel. This provision become authorize states to adopt and enforce such contracting peases the person authorized to sign on behalf of Respondent, the section entitled "Company Name" is not listed on either List or the Scrutinized Companies with Activities in the Irac Companies that Boycott Israel List. I further certify that the understand that pursuant to section 287.135, Florida Statut company to civil penalties, attorney's fees, and/or costs.	created pursuant to s. 215.4725, F.S., or companies omes inoperative on the date that federal law ceases prohibitions.  I hereby certify that the company identified above in r the Scrutinized Companies with Activities in Sudan an Petroleum Energy Sector List, or the Scrutinized ne company is not engaged in a boycott of Israel. I
Contific d D	
Certified By:	
who is authorized to sign on behalf of the above referenced	l company.
Print Name and Title:	

## State of Florida

## **Vendor Certification Regarding E-Verify**

Respondent Vendor Name	: <u> </u>	
Vendor FEIN:		
Vendor's Authorized Repre	esentative Name and Title:	
Address:		
City:	State:	ZIP:
Phone Number:		
Email Address:		
Pursuant to § E-Verify system operated authorization status of all involving labor or providing County School Board (ECS Verify. Contractor shall al performing labor or providin E-Verify system to verify the while performing labor or princlude in any related subcoor services for ECSD or subcontractor does not empty. S.C. § 1324a(h)(3). Contended to the extended and accepted the subconderstood and accepted the system of the extended to the ext	by the United States Department of the Escamble of the Escambl	2020), Contractor shall register with and use ment of Homeland Security to verify the word Contractor prior to entering into a Contractor prior to entering into a Contractor prior to entering into a Contractor bia County School District (ECSD) or Escamulated or require evidence of registration with abcontracts a requirement that subcontractor ECSB on its behalf, register with and use fall new employees hired by the subcontract ECSD or ECSB. Additionally, Contractor should be contractors performing labor or providing good Contractor with an affidavit stating that fact with any unauthorized alien as defined in such affidavit for the duration of its contract was may be required or requested. Further, in a ted for failure to comply with the requirement in eligible for award for a period of at least of
Certified By:  AUTHORIZED SI	GNATURE	
Date:		