

POSTING DATE:

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

PURCHASING CONTACT & TELEPHONE:

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

December 8, 2022	Shelby Stidham (850) 469-6210 sstidham@ecsdfl.us
RFP TITLE: Food Processing: USDA Commodities	RFP NUMBER: 230802
RFP OPENING DATE & TIME: Thursday, January 12, 2023 NOTE: PROPOSALS RECEIVED AFTER THE RFP OPEN	
The School District of Escambia County, Florida, solicits your goods or services. All terms, specifications and conditions se into your response. Proposals will not be accepted unless all authorized signature in the space provided below. All proposa Purchasing Office at 75 N. Pace Blvd., Pensacola, Florida 3250 All envelopes containing sealed proposals must reference the & Time". The School District is not responsible for lost or late delivery services used by the Responder. Proposals may not be opening unless otherwise specified.	t forth in this request are incorporated by this reference conditions have been met. All proposals must have an als must be sealed and received in the School District's 05 by the "RFP Opening Date & Time" referenced above. "RFP Title", "RFP Number" and the "RFP Opening Date delivery of proposals by the U.S. Postal Service or other
THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNOT BE ACCEPTED WITHOUT THIS FORM AND A SIGNATURE B	
COMPANY NAME:	
MAILING ADDRESS:	
CITY, STATE, ZIP:	
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):	
TELEPHONE NUMBER: (EXT:) F	ACSIMILE NUMBER:
EMAIL:	
HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICTWEBSIT	E BIDNET DEMAND STAR PRIME VENDOR
OTHER (PLEASE SPECIFY) MINORITY/DI	SABLED SERVICE VETERAN SUPPLIER
I CERTIFY THAT THIS PROPOSAL IS MADE WITHO CONNECTION WITH ANY OTHER RESPONDER SUBMIT SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RES I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF SIGN THIS RFP FOR THE RESPONDER. I FURTHER CER PART AS THE RESPONDER TO RETURN ALL PAGES OF RETURN ANY OF THE ITEMS LISTED IN SECTION III PROPOSAL IS NONRESPONSIVE.	TING A PROPOSAL FOR THE SAME MATERIALS, SPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO STIFY THAT I UNDERSTAND THAT FAILURE ON MY THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO
	YPED OR PRINTED NAME:
TITLE: C	DATE:
9500-PUR-029 (rev Jan 2004)	

INTRODUCTION

The purpose of this Request For Proposal (RFP) is to cover the specific processing required to turn donated USDA food commodities into the products listed. The processed products are needed for the period beginning July 1, 2023 and ending June 30, 2024. Since this RFP is for processing donated commodities, each commodity item will be awarded to one vendor by donated product category with the award going to the vendor with the aggregate low price for all items offered in that category. Vendors must be on the State of Florida approved USDA Food Processor list in order to submit a proposal. Proposals will not be accepted nor will commodity processing orders be placed with any proposing firm not listed on the State of Florida approved USDA Food Processor's list. Proposals will not be accepted from any third party on behalf of a processor. All terms and conditions shall remain in effect for the entire term of this agreement. Refer to Section VIII – Specifications and Pricing regarding price adjustments.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this RFP, you must send a sample for review between Monday, January 9 through Friday, January 20, 2023, 12:00 PM, CST. The District will accept samples sent in either a full case in its original packaging, single 10# cans, or single bags of frozen product. Loose samples need to be manufacturer's labeled cans or bags and the required documentation when offering an alternate product. Failure to send a sample will result in your proposal being determined "non-responsive" for that item. Unmarked boxes or bags containing loose samples are not accepted. Samples should be clearly labeled "SAMPLE FOR RFP NUMBER #230802". If planning to send samples, the necessary form and instructions will be posted on the Purchasing website at http://ecsd-fl.schoolloop.com/purchasing/bids. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section II, Paragraph T – Samples and Brand Names on page 5. **The District will be closed from December 21, 2022 through January 4, 2023 for the holidays.**

QUESTIONS: Due to time constraints, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be Thursday, December 15, 2022, 12:00 PM, Central Standard Time. Any changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued concerning this RFP will be posted on the Purchasing Department's web pages. PRIOR TO SUBMITTING A PROPOSAL, it shall be the sole responsibility of each Responder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received will be posted by close of business Monday, December 19, 2022. 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:

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

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

II. GENERAL TERMS AND CONDITIONS

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

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

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

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

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. PATENTS: Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

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

- U. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this 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) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at "http://ecsd-fl.schoolloop.com/purchasing/bids" at least five workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST: RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at "http://ecsd-fl.schoolloop.com/purchasing/bids". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT: All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on page one. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- BB. **MODIFICATIONS:** Any changes in terms, conditions, and pricing must be writing, with supporting documentation, upon mutual consent and approval of the School Board, if needed.

- **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 Responders or representative of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer. Ex parte communication (whether verbal or written) by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Responders.
 - Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the RFP.
 - B. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.**
 - 1. The entire RFP document (pages 1 77). The signature on the first page must be an original signature no fax or email documents will be accepted. All certifications in this solicitation requiring vendor information and/or signature must be completed and the signature must be an original. In the event that the Responder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
 - 2. Return your original proposal and one (1) copy. The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. Please mark copy "COPY." RFP documents should 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. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
 - 4. **DRUG FREE WORKPLACE:** While it is not required, this form (Attachment A) will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service.
 - 5. CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGILIBITY AND VOLUNTARY EXCLUSION: This form (Attachment B) must be signed and returned with the proposal. Failure to return this form will result in your proposal not being accepted.
 - 6. **REFERENCE RELEASE:** If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to Attachment C Form Number P-002.
 - 7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with the proposal. Failure to return this form will result in your proposal not being accepted.

- 8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with the proposal. Failure to return this form will result in your proposal not being accepted.
- 9. Copy of Responder's current business license.
- 10. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
- 11. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
- 12. **VENDOR CERTIFICATE REGARDING E-VERIFY:** This form (Attachment H) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
- 13. **USDA CIVIL RIGHTS STATEMENT:** By submitting a proposal, Vendor agrees to comply with this form (Attachment I). It must be returned with your proposal. Failure to return this form may result in your proposal not being accepted.
- 14. Provide a one (1) page summary of food recall policy and procedures including vendor contact information.
- 15. **PROCESSOR AGREEMENT:** If applicable, it should be returned with your proposal. Refer to page 13.
- 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://escambiaschools.net/fingerprinting all. Vendor will provide school(s) a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- D. **MINIMUMS:** The Responder may include a statement regarding minimum order quantities or value affecting final order processing. The District reserves the right to reject items offered with minimum order quantities.
- E. RFP QUANTITIES: Quantities and delivery dates indicated in this RFP are estimates based on prior usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.

- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning July 1, 2023 and ending June 30, 2024. All terms and conditions shall be fixed for the entire term of this agreement. The District reserves the right to adjust or reduce the number of shipments and/or purchase additional quantities at the agreement price at any time during the agreement period.
- G. EVALUATION CRITERIA: Evaluation of proposals by the Evaluation Committee (consisting of representatives of the District's Food Services Department and Purchasing Department) will be made to ascertain which proposer best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award(s) will be made using either or both of the following criteria:
 - 1. <u>Line Item by Low Price:</u> Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list or where an alternate product is offered, was tested and approved by the District upon receipt of sample as detailed in this RFP. The District reserves the right to reject any offer with a minimum shipment requirement; therefore, a low offer 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 RFP are listed in the Specifications and Pricing Section (Section VIII).
 - 2. <u>Award by Product Category:</u> Aggregate low price for all line items in a lot (i.e. all beef products would be one category) will be awarded to one vendor.
 - 3. 'All American' and 'Genuine Florida' meats or meat products shall be granted preference as allowed by Section 287.082, Florida Statutes.
- H. **ALTERNATE OFFER:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. ALTERNATE PRODUCTS: The District pre-approves products prior to proposal evaluation. Offering any product not listed on the approved list at the time of RFP posting is an alternate RFP. Responders may offer an equal equivalent to the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner listed in Section I, Introduction, page two of this RFP. If approved, the alternate product offered for that item will be added to the approved product list and will be accepted for potential award on this RFP. Requests should be made to the Purchasing Agent listed on page one and page two of this document.
- J. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this RFP, by signing this proposal, the signatory attests to the applicable certification provisions listed below:
 - 1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
 - 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
 - 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J)
 - 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J)
 - 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
 - 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).

- 8. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- 9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- 10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 11. Right to Inventions Made Under a Contract or Agreement (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: https://osd.dms.myflorida.com

- K. **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, <u>no food items covered by this RFP are to be imported, 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>
- L. INSPECTIONS: All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this RFP. 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.
- M. **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.
- N. **IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.
- O. **SPECIFICATIONS:** Proposals must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a proposal not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the proposal and samples must be provided as described on page two.
- P. 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.
- Q. **INCOMPLETE RFP INFORMATION:** Failure to submit complete information on an item may prevent consideration of your proposal for that item.
- R. WHOLE GRAIN RICH: Where the term "whole-grain rich" appears in the specifications for any of the products listed in the solicitation, whole-grain rich means the product must contain at least 51% whole grain flour.

S. PROCESSING AND DELIVERY CONDITIONS:

- 1. All products must be processed in a USDA continuously inspected and approved plant.
- 2. All products delivered shall have been processed and packed in accordance with good commercial practices. All meat items on this proposal must be inspected and passed by the U.S. Department of Agriculture Meat Inspection Division.
- 3. If a product that has been approved is found to be unacceptable when used in schools, the School Board reserves the right to remove the product from our approved list.
- 4. All cases and cans shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of twelve (12) months.
- 5. The supplier guarantees products against swells for a period of eight (8) months after delivery.
- 6. Unless specifications state otherwise, all cans shall be filled slack cans are not acceptable.
- T. COMMODITY PROCESSING AGREEMENT REQUIREMENT: Responder must be on the State of Florida approved USDA Food Processor list in order to submit a proposal. Proposals will not be accepted, nor will commodity processing orders be placed with any firm not listed on the State of Florida approved USDA Food Processor's list. Proposals will not be accepted from any third party on behalf of a processor. Proof that you hold an approved processing agreement is required prior to the School District contracting for commodity processing. Award will be made only after the District's Food Services Department consults the Department of Agriculture and Consumer Services (DACS) Processor Summary/End Product (SEPDS).
- U. DELIVERY/FREIGHT CHARGES: DACS requires that all freight charges for pickup and/or delivery be paid by the processor and these charges shall be included in proposed price. Delivery charges on any USDA-donated commodity food item delivered to the processor will be prepaid by USDA OR OTHERS. The processing cost proposed must be the School District's delivered cost of the finished processed product (freight to our warehouse must be pre-paid by successful vendor). All prices proposed will be compared with the approved DACS Processor End Product Summary prior to award, and all prices proposed higher than the DACS Processor End Product Summary for product should separately identify attendant handling and/or delivery cost in order to determine true cost of processing. Handling and delivery costs, if billed separately, must be noted on the original invoice document.
- V. CHILD NUTRITION (CN) LABEL: The School District of Escambia County prefers that the final processed product carry the Child Nutrition (CN) Label if available. Please indicate if this label will be available on our processed products.
- W. INTERMINGLING OF INCOMING AND STORED COMMODITY FOODS: There will be no intermingling of incoming and stored USDA donated beef, pork or chicken commodity products with the processor's own product. The School District of Escambia County must be assured of receiving the same USDA commodity ingredients back in the finished product that was delivered to or picked up by the Contractor.
- X. **SCHOOL DISTRICT INSPECTIONS:** 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 items that he has on hand at any time.
- Y. **GROUND BEEF:** When beef commodities are to be processed, the School District of Escambia County will expect at least a 97% processed product yield on uncooked pure beef due to normal blood and water extraction while pattying. This does not apply to charbroiled or char-grilled beef patties. For each 100 lbs. of product released to the Responder, at least ninety-seven (97) lbs. of processed product will be returned to the School District of Escambia County.

- 1. In the case of USDA commodity ground beef delivered for processing in bulk frozen state, spices will be added as per vendor's normal recipe, then be formed into all meat patties yielding a minimum 2.0 oz. (or as specified in the purchase order) of cooked, lean meat as specified by USDA, flame broiled with sear marks, then Individually Quick Frozen (IQF).
- 2. In the case of processing fresh ground beef into patties, the School District of Escambia County prefers that patties be scored by a Formax Machine for more even heat distribution in final cooking. Please indicate if such scoring is available.
- Z. **GROUND PORK**: When pork commodities are to be processed and ground pork is to be processed into patties, only mild seasoning formulation is desired.
- AA. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Responders shall assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haaccp (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.
- BB. **DELIVERY EQUIPMENT (REFRIGERATED AND FROZEN FOOD):** The successful Responder(s) and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35F 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.**
- CC. PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION: All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the District Warehouse manager, the Food Services Staff, the local Health Department, the 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.
- DD. **FOOD SAFETY AND RECALLS:** Ensuring the safety of the food supply is critical to the District. Manufacturers, Processors, and Distributors shall comply with all federal, state, and local laws and regulations and will be liable if they do not. The Processor shall have a process in place to respond to a product recall to address the following objectives:
 - Provide accurate and timely communication to the Food Services Department regarding a food recall.
 - Ensure removal of unsafe products from school sites in an expedient, effective, and efficient manner.
 - Streamline the process for reimbursement for recalled products.
 - Responders must provide with their response contact information: person(s) who is/are responsible for handling food product recalls.
 - Responders must provide with their response a brief summary of how food/product recalls will be handled.

IV. COMMODITY EXCHANGE AGREEMENT AND SAMPLE REQUIREMENTS

A. COMMODITY EXCHANGE ITEMS: Responder must be an approved processor with the United States Department of Agriculture to receive certain commodity products. In these instances, the Responder will provide the School District with any necessary documents required by USDA to substantiate delivered quantities of each item and to negotiate with said processors and to pass the savings accruing from the donated products along to the School District.

- B. **PROCESSOR AGREEMENT:** If offering under these conditions, an agreement signed by the processor <u>must be submitted in duplicate</u> as part of this RFP. Attached to the agreement (or submitted separately if an agreement is already in force) shall be a price schedule listing the item, pack, dollar value of the commodity allowance and the net price to the School District.
 - 1. A subsequent price adjustment may be made in accordance with state contract stipulation provided the School District receives thirty (30) days advanced notice and receives a new price schedule as described above.
 - 2. Invoicing of commodity exchange agreement items will be at the fee for service price.
- C. **REQUIRED SAMPLES:** Samples are required under the circumstances listed below.
 - 1. The products offered have <u>not been previously approved or used</u> by the Escambia County School District Food Services Department.
 - 2. The Food Services Department of the Escambia County School 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 Escambia County School 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. 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 proposal.
 - 2. Changes in packaging and packing offered by the Responder must be clearly indicated in their proposal 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 offered.
- D. **BRAND/TRADE NAME:** Vendor shall indicate in their proposal the brand or trade name by which the product offered is identified.

- E. **SHIPPING CONTAINERS OVER 25 POUNDS:** Marking of shipping containers packed to more than twenty-five (25) pounds net weight.
 - 1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.
 - 2. The markings shall be located in the following sequence on one end of the container:
 - a. <u>Upper left hand area.</u> The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.
 - b. <u>Upper right hand area.</u> The date of initial certification by the USDA meat grader (month, day, and year). Lot number and box number when product is designated by lot, the numerical entry may be applied with a felt-tip pen, crayon, or pencil.
 - c. <u>Lower left hand area.</u> The applicable grade or selection (U.S. Prime, U.S. Choice, etc.), and Purchase Order (P.O.) Number.
 - d. <u>Lower right hand area.</u> The net weight of product (the numerical entry may be applied with a felt-tip pen, crayon, or pencil).

VI. ORDER PLACEMENT AND DELIVERY PROCEDURES

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

B. SHIPPING/RECEIVING REQUIREMENTS:

- 1. 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 of 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) 459-5623.

Delivery times are as follows:

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

- 3. 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.
- 4. All goods delivered to the ECSD Warehouse must, at a minimum, have a shelf life of twelve (12) months. The Best By Dates and Expiration Dates must be clearly marked on the outside of boxes and/or pallets.

5. If the above requirements are not followed at delivery, shipments can be <u>refused</u>. The District will not be liable for any additional charges, including but not limited to shipping or restocking fees.

VII. 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 vendor'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. The Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc.
- C. Barring delays due to unresolved discrepancies, the vendor may expect to receive payment for products within thirty (30) days of our receipt of your invoice.
- D. **INVOICE SUBMISSION:** All invoices, copies of delivery receipts, and statements are to be mailed to:

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

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

VIII. SPECIFICATIONS AND PRICING (REFER TO PAGES 16-66)

RFP PRICE BASIS. All processing costs will be priced on the total USDA weight allocation of the incoming product, before de-boning, shrinkage, breading or any processing takes place. Pricing is all inclusive: product, processing, and delivery to the Escambia County School District. Although all pricing is requested for reporting purposes, the Fee for Service Price will be the pricing used for invoicing the District. Unless otherwise stated in the item description, all products listed in this RFP are to be delivered and arrive in a hard, frozen state. If you are offering product that will not be delivered frozen, state that in the comments section for that item. Refer to Section III. Special Conditions, Item K for policy on imported products. **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 at the quantitylisted. The District does not pay fuel adjustment charges.

The District is sensitive to the current volatile pricing in the food industry. The pricing indicated on this RFP shall be in effect for the full term of the contract with the following conditions, unless authorized under 2 CFR 200.320(c)(3) – Emergency Purchases:

- 1. A thirty (30) day written advance notice is required for any price adjustment. Notice shall include the reason for the increase, amount of the increase, items affected, effective date, and documentation to support that an increase has taken effect or is imminent.
- 2. Orders issued and received by the vendor prior to any announced price increase shall be provided at the original purchase price and not subject to any increases.
- 3. Any increases will be subject the agreement for review for possible termination, rebidding, and/or renegotiation.
- 4. No price adjustments will be considered for ninety (90) days from the effective contract date (July 1, 2023).

Item:	Qty:	∐nit∙	Description:	
ıcıı.	Qıy.	omt.	ITEMS #1-2 MAY BE AWARDED AS A LOT	
1	4000	cs	CHICKEN, 8–PIECE, BREADED (0516550): Chicken, 8-piece, whole grain rich breading, fully cooked, bonein, IQF (Individual Quick Frozen). Product must be	Commodity Code#
			produced for oven preparation. Each breast, thigh or drumstick and wing combination must provide two (2) meat/meat alternates and one (1) grain serving per Child Nutrition Program. Product not to exceed 600 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. Packed 25-35 lbs. per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: Gold Kist/Pilgrim's Pride #7812 CN Labelyesno	Donated Food Value/Case
			State Pack Size	
			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 Syrupyesno	Total Price/Portion (Includes DF Value)
			Trans-Fat grams Estimate based on 35 lbs. per case	
			Brand/Packed By & Item or SKU# Portion Size Portions Per Case Packages Per Case Ti and Hi Pallet Case Count Comments:	

Item:	Qty:	Unit:	Description:	
2	1500	cs	CHICKEN, 8-PIECE, ROASTED (0516540):	Commodity Code#
			Chicken, 8-piece, roasted, fully cooked, bone-in,	
			Individually Quick Frozen (IQF). Product must be	
			produced for oven preparation. Each breast, thigh or	
			drumstick and wing combination to provide two (2)	
			meat/meat alternates per Child Nutrition Program. Product not to exceed 350 mg. of sodium per serving. Must contain	
			0.5 grams or less trans-fat. Packed 25-35 lbs. per case.	ree for service/Case
			Approved Brand(s) or Accepted Alternate:	
			Gold Kist/Pilgrim's Pride #8820	
			Tyson #21879	Donated Food
			CN Labelyesno State	Value/Case
			Pack Size	
			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-	(Includes DF Value)
			Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

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Item:	Qty:	Unit:	Description: ITEMS #3-11 MAY BE AWARDED AS A LOT	
3	1000	cs	CHICKEN FILET, WHOLE MUSCLE, SMALL,	Commodity Code#
	1000		BREADED (0516580):	commodity coden
			Chicken filet, whole muscle , small, fully cooked, whole	
			grain rich breading. Filet must be sized to fit on a 2.5"	
			- 3" biscuit. Approximately 1.6 oz. filet. One (1) filet	
			must provide one (1) meat/meat alternate per Child	
			Nutrition Program. Product not to exceed 215 mg. of	Fee for Service/Case
			sodium per serving (1 filet). Must contain 0.5 grams or	
			less trans-fat. Packed 20-30lbs. per case.	
			Approved Brand(s) or Accepted Alternate:	
			Proview #50515WG	Donated Food
			Rich Chicks #13415	Value/Case
			CN Labelyesno	
			State Pack Size	_
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	Total Price/Portion
			serving when applicable:	(Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Estimate based on 20 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	
				<u> </u>

Item:	Qty:	Unit:	Description:	
4	1500	cs	CHICKEN BREAST FILETS, WHOLE MUSCLE,	Commodity Code#
	I		BREADED (0516930):	
			Chicken filet, fully cooked, whole muscle, whole grain	
			rich breading, chicken breast filets for sandwiches.	
			Chicken filet (approx. 4 oz.) should fit on a regular size	
			hamburger bun. One (1) filet must provide two (2)	
			meat/meat alternates and one (1) grain serving per	Fee for Service/Case
			Child Nutrition Program. Product not to exceed 500 mg.	
			of sodium per serving. Must contain 0.5 grams or less trans-fat. Packed 30-40 lbs. per case.	
			trans-rat. I acked 50-40 los. per case.	
			Approved Brand(s) or Accepted Alternate:	Donated Food
			Tyson #70300-928	Value/Case
			Proview #60715WG	
			Rich Chicks #13408	
			Gold Creek Foods #792421, #792422	
			CN Labelyesno	
				Total Price/Portion
			State Pack Size	(Includes DF Value)
			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 Syrupyesno	
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

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Item:	Qty:	Unit:	*				
5	1000	1000	1000	1000	cs	CHICKEN BREAST FILET, HOT AND SPICY,	Commodity Code#
			WHOLE MUSCLE, BREADED (0516620):				
			Chicken filet, whole muscle, fully cooked, hot and spicy				
			whole grain rich breading. Chicken filet (approx. 4 oz.)				
			should fit on a regular size hamburger bun. One (1) filet				
			must provide two (2) meat/meat alternates and one (1)				
			grain serving per Child Nutrition Program. Product not	Fee for Service/Case			
			to exceed 460 mg. of sodium per serving. Must contain				
			0.5 grams or less trans-fat. Packed 30 lbs. per case.				
			Approved Brand(s) or Accepted Alternate:				
			Tyson #70312-928	Donated Food			
			Proview #60325WG	Value/Case			
			Rich Chicks #13410				
			Gold Creek Foods #792431,792432				
			CN Labelyesno				
			State Pack Size	Total Price/Portion (Includes DF Value)			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:	(includes DF value)			
			High Fructose Corn Syrupyesno				
			Trans-Fat grams				
			Brand/Packed By & Item or SKU#				
			Portion Size				
			Portions Per Case				
			Packages Per Case				
			Ti and Hi Pallet Case Count				
			Comments:				

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Item:	Qty: 3000		Description: CHICKEN TENDERS, WHOLE MUSCLE,	Commodity Code#
0	3000	CS	BREADED (0516650):	Commodity Code#
			Chicken tenders, whole muscle , fully cooked, whole	
			grain rich, mildly seasoned breading. When baked,	
			product must have a crunchy outside and be moist	
			inside. One (1) serving must provide two (2) meat/meat	
			alternates and one (1)grain serving per Child Nutrition	Fee for Service/Case
			Program. No more than three (3) chicken tenders should	
			be required to meet the meat/meat alternates and grain	
			component. Product not to exceed 350 mg. of sodium	
			per serving. Must contain 0.5 grams or less trans-fat.	
			Packed 10 lbs 40 lbs. per case.	Donated Food
			18 1/2 1 1 1 1	Value/Case
			Approved Brand(s) or Accepted Alternate: Tyson #70332-928	
			Fitz Foods #0516651-30101	
			Rich Chicks #43403	
			Then emoke with 100	
			CN Label <u>yes</u> no	
				Total Price/Portion
			State Pack Size	(Includes DF Value)
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:	
			serving when applicable.	
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Brand racked by & Relli of SNO#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
7	3500	cs cs	POPCORN CHICKEN,D10 CHUNK, BREADED	Commodity Code#
			(0516870):	
			Popcorn chicken chunk, bite size, fully cooked, whole	
			grain rich breading. When baked, product must have a	
			crunchy outside and be moist inside. Natural proportion	
			white and dark meat with isolated soy protein. One (1)	
			serving must provide two (2) meat/meat alternates and	Fee for Service/Case
			one (1) grain serving per Child Nutrition Program.	
			Product not to exceed 400 mg. of sodium per serving.	
			Must contain 0.5 grams or less trans-fat. Packed 20-30	
			lbs. per case.	
				Donated Food
			Approved Brand(s) or Accepted Alternate:	Value/Case
			Gold Kist/Pilgrim's Pride #691600	
			Tyson #70368-928	
			Advance Pierre #68211	
			Proview #43015WG	
			CN Labelyesno	
				Total Price/Portion
			State Pack Size	(Includes DF Value)
			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 Syrupyesno	
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU #	
			Portion Sizepieces	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
8	1000	cs	POPCORN CHICKEN, SPICY, BREADED (0516880):	Commodity Code#
			Popcorn chicken chunks, bite size, fully cooked, whole	
			grain rich, spicy flavored breading. When baked,	
			product must have a crunchy outside and be moist	
			inside. One (1) serving must provide two (2) meat/meat	
			alternates and one (1) grain serving per Child Nutrition Program. Product not to exceed 375 mg. of	Fee for Service/Case
			sodium per serving. Must contain 0.5 grams or less trans-	ree for Service/Case
			fat.	
			144.	
			Packed 30 lbs. per case.	
			1	Donated Food
			Approved Brand(s) or Accepted Alternate:	Value/Case
			Tyson #70378-928	
			CN Labelyesno	
			C() D 1 C'-	
			State Pack Size	
			Please indicate below if your product contains High	Total Price/Portion
			Fructose Corn Syrup and/or the amount of Trans-fats per	(Includes DF Value)
			serving when applicable:	(Includes Dr Value)
			serving when approvate.	
			High Fructose Corn Syrup <u>yes</u> no	
			Trans-Fat grams	
			D 1/D 1 1 D 0 L 0VIII	1
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portion Size	
			Portions Per Case	
			1 official for case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
9	500	cs	CHICKEN BREAST FILET, WHOLE MUSCLE, GRILLED (0516560): Chicken filet, grilled, whole muscle, unbreaded, fully cooked. Filet must be made from 100% breast meat. Chicken size hamburger bun. One (1) filet must provide two (2) meat/meat alternates per Child Nutrition Program. Product not to exceed 250 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. Packed 20-40 lbs. per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: Advance Pierre #68215 Tyson #070322-0928 #38350-023	Donated Food Value/Case
			CN Labelyesno State Pack Size 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 Syrupyesn Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU# Portion Size	
			Portions Per Case Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

tem:	Qty:	Unit:	Description:	
10	50	cs	GARLIC BASIL, CHICKEN MEATBALLS W/MOZZARELLA CHEESE (0516180): Fully cooked dark meat chicken meatballs produced from USDA Commodity Graded Dark Meat Chicken.	
			Italian meatballs to contain traditional Italian flavoring, seasoning and Mozzarella cheese. No breading or MSM permitted. No soy, egg or imitation cheese products allowed. Product to provide less than 350 mg of sodium and zero grams of trans fats per serving. Five Italian meatballs to provide 2 ounces of meat/meat alternative.	
			Packed 20 lbs/case. Approved Brand (s) or Accepted Alternate: Rich Chicks #91401	Donated Food Value/Case
		■ · · · · · · · · · · · · · · · · · · ·		Total Price/Portion (Includes DF Value
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Portion Size Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

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Item:	Qty:	Unit:	Description:	
11	1500	cs	CHICKEN FAJITA STRIPS (0516890):	Commodity Code#
			Chicken fajita flavored strips, oven roasted, fully	
			cooked. Natural proportion grill marks and be well	
			seasoned with a serving must provide two (2)	
			meat/meat alternates per Child Nutrition Program.	
			Product not to exceed 350 mg. of sodium per serving.	
			Must contain 0.5 grams or less trans-fat.	Fee for Service/Case
			Packed 30-40 lbs. per case.	
			Approved Brand(s) or Accepted Alternate:	
			Gold Kist/Pilgrim's Pride #1325	Donated Food
			Asian Food Solutions #78800	Value/Case
			Tyson #3522-928	
			CN Labelyesno	
			State Pack Size	
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:	Total Price/Portion (Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

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Item:	Qty:	Unit:	Description:	
			ITEMS #12-16 MAY BE AWARDED AS A LOT	
12	1500	cs	BEEF TACO MEAT, REDUCED SODIUM (0516170): Beef taco meat, ground beef with taco seasoning. Not containing more than 20% fat. Each 3 oz. serving must	Commodity Code#
			provide two (2) meat/meat alternates per Child Nutrition Program. Product not to exceed 250 mg of sodium per serving. Must contain 0.5 grams or less transfat. Preference will be given to products without Textured Vegetable Protein. Packed 30 lbs. per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: JTM #CP5250	
			#CP5258 #CP5232 Tyson #7359-0328	Donated Food Value/Case
			Don Lee CNQK#12500 Maidrite #75156-93200	
			CN Labelno State Pack Size	Total Price/Portion
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:	(Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	I Init.	Description:	I
13	1200		BEEF MEATBALLS (0516190):	Commodity Code#
13	1200	CS	Beef meatballs, fully cooked with seasoning. Soy added,	Commounty Code#
			reduced fat and sodium. Each serving must provide two	
			(2) meat/meat alternates per Child Nutrition Program.	
			No more than five (5) meatballs should be required to	
			meet serving size. Product not to exceed 350 mg. of	
				Fee for Service/Case
			fat. Packed 30 lbs. per case.	
			Approved Brand(s) or Accepted Alternate:	
			Advance Pierre #1-17-505-0	
			JTM #CP5030	Donated Food
			#CP5054	Value/Case
			#CP5035	
			Don Lee #CNQ28053VS	
			Maid-Rite #75156-94310	
			#75156-94105	
			American Foods #290855	
			Tyson #22751-928	T-4-1 D.d /D 4
			CN Labelyesno	Total Price/Portion (Includes DF Value)
			State Pack Size	
			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 Syrupyesno	
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Commodity Code#
Camino dity Couch
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onated Food /alue/Case
alue/Case
otal Price/Portion
Includes DF Value)

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Item:	1000		Description: BEEF, MINI BURGERS (0515190):	Commodity Code#
13	1000	cs	Beef mini burgers, charbroiled, 1 oz. One (1) burger	Commounty Code#
			must provide one (1) meat/meat alternate per Child	
			Nutrition Program. Product not to exceed 150 mg. of	
			sodium per serving. Must contain 0.5 grams or less trans-	
			fat. Packed 20-30 lbs.	
			per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate:	
			JTM #CP5669	
			Tyson #14903-328	
			Advance Pierre #1-15-312-09	Donated Food
			Don Lee Farms #CNQ211203	Value/Case
			Maidrite #75156-03421	
			CN Labelyesno	
			State Pack Size	
			Please indicate below if your product contains High	Total Price/Portion
			Fructose Corn Syrup and/or the amount of Trans-fats per	(Includes DF Value)
			serving when applicable:	(includes bi value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

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Item:	Qty:		Description:	G " G " "
16	1000	cs	BEEF CRUMBLES (0516970):	Commodity Code#
			Beef crumbles, fully cooked, with natural ground beef appearance. Soy added, reduced fat, and sodium. One	
			(1) serving must provide two (2) meat/meat alternates	
			per Child Nutrition Program. Product not to exceed 250	
			mg. of sodium per serving. Must contain .5 grams or less	
			trans-fat. Packed 30 lbs. per case.	Fee for Service/Case
			trains ratio raction 50 ross per case.	Tee for Service, cuse
			Approved Brand(s) or Accepted Alternate:	
			Advance Pierre #1-320610-20	
			Don Le Farms #CNQ21104	
			JTM #CP5876	Donated Food
				Value/Case
			CN Labelyesno	
			State Pack Size	
			Please indicate below if your product contains	
			High Fructose Corn Syrup and/or the amount of Transfats per serving when applicable:	Total Price/Portion
			lats per serving when applicable.	(Includes DF Value)
			High Fructose Corn Syrupyesno	(includes D1 value)
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

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Item:	Qty:	Onit:	Description: ITEMS #17-26 MAY BE AWARED AS A LOT	
17	1300	cs	FRANKFURTERS, TURKEY (0516070): Frankfurters, turkey, frozen, 100% USDA inspected cuts	Commodity Code#
			of turkey. Ingredients to include turkey, water and salt, with less than 2% coming from other ingredients Product not to exceed 300 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) meat/meat alternates per Child Nutrition Program. Packed 80 franks/10 lbs/case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: Jennie-O #612620 Cargill/Harvest Provisions #700196	Donated Food Value/Case
			CN Labelyesno	
			State Pack Size	_
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:	Total Price/Portion (Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Estimate based on 10 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
18	200	cs	PEPPERONI, TURKEY, SLICED (0512140):	Commodity Code#
			Pepperoni, turkey, thinly sliced, seasoned, fully cooked,	
			frozen, aged and dried for peak flavor. Made from select	
			turkey cuts. Case must display CN label assuring that	
			each 1.23 oz. serving provides one (1) meat/meat alternates per Child Nutrition Program. Product not to	
			exceed 200 mg of sodium per one (1) oz. serving. Must	Fee for Service/Case
			contain 0.5 grams or less trans-fat. Fourteen (14) to	ree for service, case
			sixteen (16) slices per pound,10 lbs./case.	
			Approved Brand(s) or Accepted Alternate:	
			Jennie O #2130-08	Donated Food
			Cargill/Shady Brook Farms #700287	Value/Case
			CN Labelyesno	
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	Total Price/Portion
			serving when applicable:	(Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	-
			Portion Size	
			Portions Per Case	
l			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
19	3000	cs	TURKEY SAUSAGE, PATTY (0516210):	Commodity Code#
			Sausage patty, turkey, fully cooked country style,	
			seasoned, Individually Quick Frozen (IQF). One (1)	
			patty must provide one (1) meat/meat alternat e per Child Nutrition Program. Product not to exceed 100 mg.	
			of sodium per serving. Must contain 0.5 grams or less	
			trans-fat. Packed 10.25 lbs. per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate:	
			Jennie-O #6132	
			CN Labelyesno	Donated Food
			State Pack Size	Value/Case
			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 Syrupyesno	Total Price/Portion (Includes DF Value)
			Trans-Fat grams	(includes D1 value)
			Brand/Packed By & Item or SKU#	<u> </u>
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
			OR:	
20	3000	cs	SAUSAGE LINK, TURKEY (0516200): Turkey, precooked, seasoned, Individually Quick Frozen (IQF) links. Product must not exceed 100 mg of sodium	Commodity Code#
			per serving. 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.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: Jennie O #6140	
			CN Labelyesno	Donated Food Value/Case
			State Pack Size	
			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 Syrupyesno	Total Price/Portion (Includes DF Value
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
21	1000	cs	TURKEY HAM, WHOLE (0516221): Turkey ham, fully cooked, whole loaf, smoked and cured, thigh meat, 20% or less water added, 95% fat	Commodity Code#
			free, frozen. Serving size must provide two (2) meat/meat alternates per Child Nutrition Program. Product not to exceed 875 mg. of sodium per serving. Preference will be given to products with less than 600 mg. of sodium. Must contain 0.5 grams or less trans-fat. Packed 16 lbs. per case. No Approved Brand(s)/Samples Required:	Fee for Service/Case
			CN Labelyesno	Donated Food Value/Case
			State Pack Size	
			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 Syrupyesno Trans-Fatgrams	Total Price/Portion (Includes DF Value
			Brand/Packed By & Item or SKU#	
			Portion Size Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
22	250	cs	TURKEY (0516312)	Commodity Code#
			Turkey, fully cooked, boneless, whole muscle, skinless	
			turkey, pre-sliced. One serving must provide two (2)	
			meat/meat alternates per Child Nutrition Program.	
			Product not to exceed 500 mg. of sodium per serving.	
			Packed 36 - 45 lb per case.	
			10 10 10	Fee for Service/Cas
			Approved Brand(s) or Accepted Alternate: Jennie-O #878403	
			Jennie-O #8 / 8403	
			CN Label <u>yes</u> no	
			CIV Labelyesno	Donated Food
			State Pack Size	Value/Case
			State 1 tex Size	v aracy case
			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 Syrupyesno	
				Total Price/Portion
			Trans-Fat grams	(Includes DF Value
			Estimate based on 40 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			1 ortions 1 er Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
23	2000	cs	TURKEY HAM, DELI STYLE, PRE-	Commodity Code#
			SLICED (0516220):	
			Turkey ham, frozen, deli-style, sliced, boneless, skinless,	
			smoked and cured. Made from the dark meat of a turkey.	
			The turkey ham should have no more than 20% water	
			added. Product not to exceed 550 mg. of sodium per	
			serving. Serving size must provide two (2) meat/meat	Fee for Service/Case
			alternates per Child Nutrition Program. Must contain	
			0.5 grams or less trans-fat. Packed 12-30 lbs. per case.	
			Approved Brand(s) or Accepted Alternate:	
			Jennie-O #2565	Donated Food
			Cargill #700275	Value/Case
			CN Labelyesno	
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	Total Price/Portion
			serving when applicable:	(Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Estimate based on 16 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
24	2000	cs	ROAST TURKEY BREAST, DELI STYLE, PRE-	Commodity Code#
			SLICED (0516340):	·
			Roast turkey breast, lean, oven roasted, pre-sliced. No	
			more than six (6) slices should be required to meet the	
			two (2) meat/meat alternates per Child Nutrition	
			Program. Product not to exceed 550 mg. of sodium per	
			E E	Fee for Service/Case
			12-30 lbs. per case.	
			Approved Brand(s) or Accepted Alternate:	
			Cargill #700168	
			Jennie-O #209918	Donated Food
			CN Labelyesno	Value/Case
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	
			serving when applicable:	Total Price/Portion
			High Fructose Corn Syrupyesno	(Includes DF Value)
l			Trans-Fat grams	
			Estimate based on 12 lbs. per case	
			Brand/Packed By & Item or SKU#	-
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
25	1000	cs	TURKEY BREAST STICKS (0517710):	Commodity Code#
			All natural turkey, precooked, seasoned, Individually	
			Quick Frozen (IQF) sticks. Product must not exceed 180	
			mg of sodium per serving. Must provide one (1) oz.	
			meat/meat alternative per serving as specified by the	
			Child Nutrition Program. The product should contain no	
			allergens or gluten. Packed 30 lbs./cs.	Fee for Service/Case
			Approved Brand (s) or Accepted Alternate:	
			Jennie O #207130	
				Donated Food
			Please indicate below if your product contains High	Value/Case
			Fructose Corn Syrup and/or the amount of Trans-fats per	
			serving when applicable:	
			High Fructose Corn Syrupyesno	
				Total Price/Portion
				(Includes DF Value)
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Brand/Packed By & Item or SKU# Portion Size	
			Portion Size	
			Portion Size Portions Per Case	

Item:	Qty:	Unit:	Description:	
26	1000	cs	TURKEY POT ROAST (0516760):	Commodity Code#
			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 pieces 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	Fee for Service/Cas
			alternates per Child Nutrition Program.	
			Approved Brand(s) or Accepted Alternate:	
			Cargill #700267	
			CN Labelyesno	Donated Food Value/Case
			State Pack Size	
			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 Syrupyesno	Total Price/Portion (Includes DF Value
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	-
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	
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tem:	Qty:	Unit:	Description:	
27	2000	cs	PORK, BBQ, SHREDDED (0516940):	Commodity Code#
			Pork, shredded in BBQ sauce. Minimum four (4) oz.	
			serving must provide two (2) meat/meat alternates per	
			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.	
				Fee for Service/Cas
			Approved Brand(s) or Accepted Alternate:	
			Brookwood Farms #12307	
			Advance Pierre #69160	
			CN Label <u>yes</u> no	Donated Food
			CIV Labelyesno	Value/Case
			State Pack Size	v alue/Case
			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 Syrupyesno	Total Price/Portion
				(Includes DF Value
			Trans-Fat grams	
			F	
			Estimate based on 20 lbs. per case	
				-
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
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			Comments:	
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Item:	Qty:	Unit:	Description:	
	<u></u>		ITEMS#28-34 MAY BE AWARDED AS A LOT	
28	700	cs	CHEESE SAUCE <u>FROZEN</u> , POUCH, CHEDDAR, REDUCED FAT, REDUCED SODIUM (0517610):	Commodity Code#
			Cheddar cheese sauce frozen . Approximately 1.90 oz.	
			serving must provide one (1) meat/meat alternate per	
			Child Nutrition Program. Product not to exceed 400 mg.	
			of sodium per serving. Must contain 0.5 grams or less	
			trans-fat. Packed 30-45 lbs. per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate:	
			JTM #5715	
			ES Foods #5812	
			CN Labelyesno	Donated Food Value/Case
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	
			serving when applicable:	
				Total Price/Portion
			High Fructose Corn Syrupyesno	(Includes DF Value)
			Trans-Fat grams	
			Estimate based on 30 lbs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
			OR:	
29	700	cs	CHEESE SAUCE, <u>SHELF STABLE</u> , POUCH, CHEDDAR, REDUCED SODIUM (0517610): Cheddar cheese sauce, preservative free, shelf stable .	Commodity Code#
			Approximately three (3) oz. serving must provide one (1) meat/meat alternate per Child Nutrition Program. Heat and serve. Product not to exceed 550 mg. of sodium per serving. Must contain 0.5 grams or less transfat. Packed 40 lbs. per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: Land O' Lakes #39940	
			CN Labelyesno	Donated Food Value/Case
			State Pack Size	
			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 Syrupyesno	Total Price/Portion (Includes DF Value)
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count Comments:	
			Comments.	

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30	Qty: 600	cs	Description: CHEESE SAUCE, WHITE, <u>SHELF STABLE</u> (0517650):	Commodity Code#
			American and Parmesan, white cheese blend with milk, shelf stable. Product not to exceed 540 mg. of sodium per serving. One (3) oz. serving must provide one (1) meat/meat alternate per Child Nutrition Program. Packed 6/106 oz. per 40 lb. case. Approved Brand(s) or Accepted Alternate: Land O' Lakes #39944	Fee for Service/Case
			CN Labelno State Pack Size	Donated Food Value/Case
			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 Syrupyesno Trans-Fat grams	Total Price/Portion (Includes DF Value)
			Brand/Packed By & Item or SKU# Portion Size Portions Per Case Packages Per Case Ti and Hi Pallet Case Count Comments:	

Item:	Qty:	Unit:	Description:	I
31	2100	cs cs	CHEESE PORTIONS, REFRIGERATED,	Commodity Code#
			MOZZARELLA STRING (0517030):	.,
			Cheese portions, mozzarella string, refrigerated,	
			individually wrapped (IW), one (1) oz., cheese portion,	
			reduced fat cheese, no more than six (6) grams of fat per	
			serving. One (1) cheese portion must provide one (1)	
			meat/meat alternate per Child Nutrition Program.	Fee for Service/Case
			Product not to exceed 200 mg. of sodium per serving.	
			Must contain 0.5 grams or less trans-fat. Packed 160/1	
			oz. per case. All cases shall be in good condition at the	
			time of delivery and shall, under proper storage	
			conditions, have a minimum shelf life of three (3)	Donated Food
			months.	Value/Case
			Approved Brand(s) or Accepted Alternate:	
			Land O' Lakes #59701	
			Bongards #40240	_
			ES Foods #40244	
			Sommer Maid #5710	
				Total Price/Portion
			CN Labelyesno	(Includes DF Value)
			State Pack Size	
			Trans-Fat grams	
			Estimate based on 160 count per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

	Qty:	Unit:	Description:	I
32	2000		CHEESE PORTIONS, REFRIGERATED, REDUCED	Commodity Code#
			FAT (#0517670):	
			Cheese, natural, reduced fat. Cheddar and/or Colby Jack	
			flavor varieties, refrigerated. Individually Wrapped	
			(IW), one (1) oz. reduced fat cheese, no more than 9	
			grams of fat per serving. One (1) cheese portion must	
			provide one (1) meat/meat alternate per Child	Fee for Service/Case
			Nutrition Program. Product not to exceed 200 mg. of	
			sodium per serving. Must contain 0.5 grams or less transfat. Packed 96-168 portions, 10-12 lbs. per case. All	
			cases shall be in good condition at the time of delivery	
			and shall, under proper storage conditions, have a	Donated Food
			minimum shelf life of three (3) months.	Value/Case
			infilling in the of three (3) months.	v alue/Case
			Approved Brand(s) or Accepted Alternate:	
			Land O' Lakes #44878	
			#44881	
			Bongards #40293-1	
			#40291-1	
				Total Price/Portion
			CN Labelyesno	(Includes DF Value)
			State Pack Size	
			T F-4	
			Trans-Fat grams	
			Estimate based on 12 lbs. per case	
			25000000 000 12 1550 per 4050	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			1 Ortion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
33	2000	cs	CHEESE CUBES, REFRIGERATED, REDUCED FAT	Commodity Code#
			(#0517660):	
			Cheese, natural, reduced fat, cubes. Cheddar and/or	
			Colby Jack flavor varieties, One (1) oz. serving must	
			provide one (1) meat/meat alternate per Child Nutrition	
			Program. Product not to exceed 200 mg. of sodium per	
			E E	Fee for Service/Case
			200 portions, 12 lbs. per case.	
			Approved Brand(s) or Accepted Alternate:	
			Land O' Lakes, Cheddar #44113	
			Co-Jack #44115	Donated Food
			JTM #191502	Value/Case
			CN Labelyesno	
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	Total Price/Portion
			serving when applicable:	(Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
34	3500	cs	MACARONI AND CHEESE, REDUCED FAT, REDUCED SODIUM, WHOLE GRAIN (0517600): Macaroni and cheese. Fully cooked, whole grain rich	Commodity Code#
			noodles made with cheddar cheese. Frozen. One 6 oz. serving to provide two (2) meat/meat alternates and one (1) grain per Child Nutrition Program. Product not to exceed 670 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. Packed 30 lbs. per case, 6/5 lb. boilable bags.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: JTM #5768 #5767 ES Foods #05915 Land O' Lakes #43274	Donated Food Value/Case
			CN Label	Total Price/Portion (Includes DF Value)
			Trans-Fat grams	
			Brand/Packed By & Item or SKU# Portion Size Portions Per Case Packages Per Case Ti and Hi Pallet Case Count Comments:	

Item:	Qty:	Unit:	Description:	
			ITEMS #35-45 MAY BE AWARDED AS A LOT	
35	400	cs	TOMATO CATSUP, SHELF STABLE, LOW SODIUM	Commodity Code#
			(#0507090x):	
			Tomato catsup, U. S. Grade A Fancy, not less than 33%	
			solids, shelf stable. Product not to exceed 50 mg. of	
			sodium per serving. Must contain 0.5 grams or less trans-	
			fat. Packed 6/#10 cans per case, minimum 115 fluid	
			ounces per #10 can.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate:	
			Red Gold #RedyL99	
			Heinz #51566	
				Donated Food
			CN Labelyesno	Value/Case
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	
			serving when applicable:	
			The state of the s	Total Price/Portion
			High Fructose Corn Syrupyesno	(Includes DF Value)
			Trans-Fat grams	
			Estimate based on 6 #10 cans per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	
	1			

Item:	Qty:	Unit:	Description:	
36	1500	cs	TOMATO CATSUP, SHELF STABLE INDIVIDUAL	Commodity Code#
			(0507100):	
			Tomato catsup, individual packs, U. S. Grade A Fancy,	
			not less than 33% solids, shelf stable , nine (9) grams of	
			catsup per package. Product not to exceed 100 mg. of	
			sodium per pouch. Must contain 0.5 grams or less trans-	E C C /C
			fat. Packed 1000 pkgs. per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate:	
			Red Gold #REDY59G	
			CN Labelyesno	Donated Food
			State Pack Size	Value/Case
			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 Syrupyesno	Total Price/Portion
			Trans-Fat grams	(Includes DF Value)
			Estimate based on 1000 pkgs. per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

			OR:	
tem:	Qty:	Unit:	Description:	
37	37 1500	cs	TOMATO CATSUP, SHELF STABLE, LOW SODIUM, INDIVIDUAL (0507100): Tomato catsup, individual packs, U. S. Grade A Fancy, not less than 33% solids, shelf stable , nine (9) grams of	Commodity Code#
			catsup per package. Product not to exceed 25 mg. of sodium per pouch. Must contain 0.5 grams or less transfat. Packed 1000 pkgs. per case. Approved Brand(s) or Accepted Alternate:	Fee for Service/Case
		Red Gold #REDYL9G		
			CN Label <u>y</u> es <u>n</u> o	Donated Food Value/Case
			State Pack Size	
			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 Syrupyesno Trans-Fat grams	High Fructose Corn Syrupyesno	Total Price/Portion (Includes DF Value
			Trans-Fat grams	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
		Packages Per Case		
			Ti and Hi Pallet Case Count	
			Comments:	

tem:	Qty:	Unit:	Description:	
38	150	cs	DICED TOMATOES (NEW ITEM NO ID): No salt added, made from mature red vine ripened tomatoes, which are peeled, diced to 3/4" and packed in tomato juice. Sodium not to exceed 15 mg per 1/2 cup. 6/#10 cans per case.	
			No Approved Brand(s)/Samples Required:	Fee for Service/Case
			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	Donated Food Value/Case
			Trans-Fat grams	Total Price/Portion (Includes DF Value
			Brand/Packed By & Item or SKU#	
			Portion Size Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

T4c==:	04	T I24 :	Description	
Item:	Qty: 1000		Description:	Commodity Code#
39	1000	cs	CANNED SALSA, SHELF STABLE, LOW SODIUM (0502393):	Commounty Code#
			Salsa, canned, shelf stable. Texture should be chunky	
			with crisp vegetable pieces and contain tomato, onion	
			and garlic. Flavor and odor shall be free of off flavors	
			without a bitter, burnt, sour or excessively hot taste;	
			flavor should have a mild taste. Must provide 1/2 cup	Fee for Service/Case
			red/orange vegetable serving per Child Nutrition	
			Program. Product not to exceed 100 mg. of sodium per	
			1.4 oz. serving. Must contain 0.5 grams or less trans-fat.	
			Packed 6/#10 cans per case, minimum net weight no less than 103 oz. per #10 can.	Donated Food
			than 103 02. per #10 can.	Value/Case
			Approved Brand(s) or Accepted Alternate:	value/Case
			Red Gold #REDSC99	
			CN Labelyesno	
			State Dealt Sire	
			State Pack Size	Total Price/Portion
			Please indicate below if your product contains High	(Includes DF Value)
			Fructose Corn Syrup and/or the amount of Trans-fats per	(includes Di value)
			serving when applicable:	
			High Fructose Corn Syrupyesno	_
			T	
			Trans-Fat grams	
			Estimate based on 6 #10 cans per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			11 and 111 Panet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
40	2000	cs	SALSA, SHELF STABLE, DIPPING CUP, LOW SODIUM (0507350): Salsa cup, shelf stable , approximately three (3) oz.,	Commodity Code#
			made from tomatoes. Texture should be chunky with crisp vegetable pieces and contain tomato, onion and garlic notes. Flavor and odor shall be free of off flavors without bitter, burnt, sour or excessively hot taste; flavor should have a mild taste. Must provide 1/2 cup red/orange vegetable serving per Child Nutrition Program. Product not to exceed 200 mg. of sodium per	Fee for Service/Case
			cup. Must contain 0.5 grams or less trans-fat. Packed 84/3 oz. cups per case.	Donated Food Value/Case
			Approved Brand(s) or Accepted Alternate: Red Gold #REDSC2ZC84 #REDSC2ZC168 Heinz #46584	
			CN Labelno	Total Price/Portion
			State Pack Size Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans-fats per serving when applicable:	(Includes DF Value)
			High Fructose Corn Syrupyesno	
			Trans-Fat grams	
			Estimate based on 84 cups per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case Ti and Hi Pallet Case Count	
			Comments:	

Item:	Ots	∐ni+•	Description:	I
41	1500	cs	MARINARA SAUCE, SHELF STABLE, LOW	Commodity Code#
+1	1300	CS	SODIUM (0505200):	Commounty Coue#
	I		Marinara sauce, shelf stable. Must have strong Italian	
			spice notes. Smooth sauce with tomato pieces. Product	
			not to exceed 150 mg. of sodium per 1/2 cup serving.	
			Must contain 0.5 grams or less trans-fat. Packed 6/#10	
			cans per case.	Fee for Service/Case
			Approved Brand(s) or Accepted Alternate:	
			Red Gold #RPKNA9E	
			#RPKNA99	
			Heinz #01046	Donated Food Value/Case
			CN Labelyesno	v alue/Case
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	
			serving when applicable:	Total Price/Portion (Includes DF Value)
			High Fructose Corn Syrupyesno	(includes DF value)
			Trans-Fat grams	
			Estimate based on 6 #10 cans per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
42	500	cs	MARINARA SAUCE DIPPING CUP, SHELF STABLE, LOW SODIUM (NEW ITEM/NO ID #): Marinara sauce cup, shelf stable , approx. 2.5 oz., made from tomatoes. Must have strong Italian spice notes. Smooth sauce with tomato pieces. Product not to exceed 200 mg. of sodium per 2.5 oz. serving. Must contain 0.5	Commodity Code# Fee for Service/Case Donated Food Value/Case Total Price/Portion (Includes DF Value)
			Brand/Packed By & Item or SKU# Portion Size Portions Per Case Packages Per Case Ti and Hi Pallet Case Count Comments:	

Item:	Qty:	Unit:	Description:	I
43	500	cs.	SPAGHETTI SAUCE, SHELF STABLE,	Commodity Code#
			LOW SODIUM (0508050):	
			Spaghetti sauce, shelf stable . Texture should be smooth	
			and free flowing. Flavor should have Italian herbs with	
			onion and garlic. Product not to exceed 150 mg. of	
			sodium per 1/2 cup. Must contain 0.5 grams or less trans-	
			fat. Packed 6/#10 cans per case with a minimum net	Fee for Service/Case
			weight of 106 oz. per can.	
			Approved Brand(s) or Accepted Alternate:	
			Red Gold #RPKMA9C	
			Redpack #RPKMA9E	Donated Food
				Value/Case
			CN Labelyesno	
			State Pack Size	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-fats per	
			serving when applicable:	Total Price/Portion (Includes DF Value)
			High Fructose Corn Syrupyesno	(includes D1 value)
			Trans-Fat grams	
			Estimate based on 6 #10 cans per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	
1				

tem:	Qty:	Unit:	Description:	
44	200	cs	TOMATO SAUCE (0502380):	Commodity Code#
			U.S. Grade A or U.S. fancy tomato sauce, low sodium.	
			Must have a good color, good consistency, practically	
			free from defects. Must possess a good flavor and a	
			good finish. Sodium should not exceed 150 mg per 2.4	
			oz. serving. Packed 6/#10 cans/case.	
			No Approved Brand(s)/Samples Required:	Fee for Service/Cas
			CN Labelyesno	
			State Pack Size	Donated Food Value/Case
			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 Syrupyesno	Total Price/Portion (Includes DF Value
			Trans-Fat grams	
			Brand/Packed By & Item or SKU #	
			Container Size	
			Containers Per Case	
			Ti and Hi Pallet Count	
			Comments:	
	I			

T4	0 4	T I *4 :	Decement is an	
Item: 45	Qty: 1500	Unit:	Description: BBQ SAUCE, INDIVIDUAL, SHELF STABLE, LOW	Commodity Code#
43	1300	CS	SODIUM, (#0507321):	Commounty Code#
			BBQ sauce, individual packed in 1 oz. cup with foil lid,	
			shelf stable. Product should be low sodium, containing	
			less than 70 mg sodium per 1 oz. serving. Must contain	
			0.5 grams or less trans-fat. Packed 250 (1 oz. pkg)/case.	
				Fee for Service/Case
			Approved Brand(s) or Accepted Alternate: Red Gold #REDOA1Z	
			Red Gold #REDOATZ	
			CN Label <u>yes</u> no	
			 , 	Donated Food
			State Pack Size	Value/Case
			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 Syrupyesno	
				Total Price/Portion
			Trans-Fat grams	(Includes DF Value)
			Brand/Packed By & Item or SKU#	
			Brand/r acked by & Item of SkO#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			11 and 111 I and Case Count	
			Comments:	

Item:	Qty:	Unit:		
			ITEMS #46-47 MAY BE AWARDED AS A LOT	
46	8,000	cs	FRUIT CUP, MIXED (0501101): Mixed fruit in 100% juice or water. Fruit mixture should consist of pears, peaches, etc. Should not contain any artificial sweeteners or syrups. Shelf stable. Packed 36/4 oz. per case.	Commodity Code#
			Approved Brand(s) or Accepted Alternate: Zee Zee's Harvest #1765 Del Monte #2005016	Fee for Service/Case
			CN Labelno State Pack Size	Donated Food Value/Case
			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 <u>yes</u> no Trans-Fat grams	Total Price/Portion (Includes DF Value)
			Estimate based on 36 cups per case	
			Brand/Packed By & Item or SKU#	
			Portion Size Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
47	1000	cs	FRUIT CUP, VARIETY FLAVORS (0501120):	Commodity Code#
			Diced fruit in 100% juice or water, shelf stable. Fruit	
			cup should consist of either pears, apples, peaches, or	
			other fruit varieties. At least two (2) different fruit cup	
			varieties must be available for bid award. Fruit cup	
			should not contain any artificial sweeteners or syrups.	F C C
			Packed in 4.5 oz. plastic containers. Forty-eight (48) to	Fee for Service/Case
			seventy-two (72) jars or cups per case. Each 4.5 oz container should provide 1/2 cup of fruit per Child	
			Nutrition Program.	
			radicion i rogium.	
			Approved Brand(s) or Accepted Alternate:	Donated Food
			Zee-Zee's/National Food Group:	Value/Case
			Diced Peach Cup #1740	
			Diced Pear Cup #1780	
			Please list all available flavors:	
			1	
			2	
			3	Total Price/Portion
			4	(Includes DF Value)
			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 Syrupyesno	
			Trans-Fat grams	
			Estimate based on 72 cups per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	I	
48	5000	cs	PIZZA, WHOLE GRAIN, CHEESE, ROUND	Commodity Code#	
			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	F 4 6 1 16	
			sodium per serving. One (1) serving must provide two	Fee for Service/Case	
			(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.		
			portons, case.	Donated Food	
			You must state the Product Code number in order to	Value/Case	
			evaluate all Bids correctly		
]			Approved Brand(s)/Samples Required		
			Conagra #77387-12444		
			Schwans #78368		
			Nardone's #625WRM2	Total Price/Portion (Includes DF Value)	
			Please indicate below if your product contains High	(Includes DI Value)	
			Fructose Corn Syrup and/or the amount of Trans-fats per		
			serving when applicable:		
			High Fructose Corn Syrupyesno		
			Trans-Fat grams		
			Estimate based on 60 servings per case		
			Brand/Packed By & Item or SKU#		
			Portion Size		
			Portions Per Case		
			Packages Per Case		
			Ti and Hi Pallet Case Count		
			Comments:		

Item:	Qty:	Unit:	Description:		
			ITEMS #49-51 MAY BE AWARDED AS A LOT		
49	500	cs	POTATOES, INSTANT, FLAVORED (0502300): Grade A, fancy, Idaho Russet potatoes, low sodium. Dehydrated, flake, instant, produced from white potatoes. Must be seasoned to result in a loaded baked	Commodity Code#	
			potatoes. Must be seasoned to result in a loaded baked potato flavor. Must be produced in a USDA inspected and approved Idaho plant. Sodium should not exceed 200 mg per ½ cup serving. Packed 12/31 oz./case. Bag yield (1/2 cup servings):	Fee for Service/Case	
			No Approved Brand(s)/Samples Required: CN Labelyesno State Pack Size	Donated Food Value/Case	
			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 Syrupyesno	Total Price/Portion (Includes DF Value)	
			Trans-Fat grams Brand/Packed By & Item or SKU#		
			Portion Size Portions Per Case Packages Per Case		
			Ti and Hi Pallet Case Count Comments:		

Item:	Qty:	Unit:	Description:	
50	2000	cs	POTATOES, ROASTED BABY YELLOW, FROZEN (0514430): Whole, roasted baby yellow potatoes seasoned with	Commodity Code#
			garlic and black pepper, frozen. Must provide ½ cup vegetable per serving according to the Child Nutrition Program. Sodium should not exceed 160 mg per ½ cup serving. Packed 6/2.5#bags per case. Approximately 80/3 oz servings per case.	Fee for Service/Case
			No Approved Brand(s)/Samples Required:	
				Donated Food Value/Case
			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 Syrupyesno Trans-Fat grams	Total Price/Portion (Includes DF Value)
			Estimate based on 15 pounds per case	
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Item:	Qty:	Unit:	Description:	
51	800	cs	DELI ROAST POTATOES (051430)	Commodity Code#
			Chopped, roasted redskin potatoes seasoned with	
			rosemary and garlic, frozen. Must provide 1/2 cup vegetable per serving according to the Child Nutrition	
			Program. Sodium should not exceed 150 mg per 1/2 cup	
			serving. Approximately 113/2.25 oz. servings per case.	
				Fee for Service/Case
			No Approved Brand (s)/Samples Required	
			Please indicate below if your product contains High	
			Fructose Corn Syrup and/or the amount of Trans-	Donated Food
			fats per serving when applicable:	Value/Case
			High Fructose Corn Syrup yes no	
			Trans-Fat grams	
			Estimate based on 16 pounds per case	
				Total Price/Portion (Includes DF Value)
				1
			Brand/Packed By & Item or SKU#	
			Portion Size	
			Portions Per Case	
			Packages Per Case	
			Ti and Hi Pallet Case Count	
			Comments:	

Florida Department of Agriculture and Consumer Services Bureau of General Services

DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION

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

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

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

 VENDOR'S SIGNATURE	

This form is available electronically. Attachment B



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

AD-1048 **Lower Tier Covered Transactions**

OMB Control No. 0505-0027 Expiration Date: 04/30/2022

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

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

(Read instructions on page two before completing certification.)

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

prospective participant shari attach an explanation to this proposal.						
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME					
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)						
SIGNATURE(S)		DATE				

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint <u>nint-usda-customer</u>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM P-002 Reference Release Form

(Name/ Title)	(Name of Company)
give Escambia County School District, Flo	rida authorization to check our company's previous performan
Authorizing Signature:	
	REFERENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	
	REFERENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	
	REFERENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

Signature of Vendor's Authorized Represen	ntative		
Date	Title		_
In accepting this offer, the National Schoemployees or agents have not taken any Vendor's offer to which this document is at	y action, which	may have jeopardized th	
Signature of Authorized Sponsor Represen	tative	 Date	_

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

STATE OF			
COUNTY OF			
	being fir	st duly sworn,	deposes and says that:
RESPONDER is the			
(Owner, Partner, Officer, Representative	or Agent)		_ ,
RESPONDER is fully informed respecting pertinent circumstances respecting such I		n and contents	s of the attached Proposal and of all
Such Proposal is genuine and is not a coll	lusive or sham F	Proposal;	
Neither the said RESPONDER nor any of or parties in interest, including this affidavior indirectly, with any other RESPOND connection with the Contract for which the in connection with such Contract; or have collusion, or communications, or conferent in the attached Proposal or any other REProposal Price or the Proposal Price of conspiracy, connivance, or unlawful agree in the proposed Contract;	t, have in any wa ER, firm or pe e attached Prop ve in any mann nce with any RES ESPONDER, or of any other RE	ay colluded, con rson to submosal has been directly on SPONDER, file to fix any over the second to fix	onspired, connived or agreed, directly nit a collusive or sham Proposal in a submitted; or to refrain from bidding r indirectly, sought by agreement or rm, or person to fix the price or prices erhead, profit, or cost element of the or to secure through any collusion
The price of items quoted in the attached laconnivance, or unlawful agreement or representatives, owners, employees or page 1997.	the part of	the RESPON	IDER or any other of its agents,
		Bv	
Subscribed and sworn to befo	ore me this	-	
		_	Notary Public (Signature)
			My Commission Expires:

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (ATTACHMENT F)

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

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

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

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

Approved:	Initials of Each Signatory:	
Eller Al Oke		
Ellen D. Odom, General Counsel		
Escambia County, School Board		
75 N. Pace Blvd., Pensacola, FL 32505		
05/17/21		

Florida Statutes 287.135

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Company Name:		
Vendor FEIN:		
Vendor's Author	ized Representative Name and Title:	
Address:		
City: Phone Number: Email	State:	Zip:
Address:		
\$1,000,000 or more Companies with Act F.S., or the Scrutiniz that are engaged in to authorize states to As the person authorize section entitled the section entitled Companies that Bounderstand that purs	that are on either the Scrutinized Comparisities in the Iran Petroleum Energy Sected Companies that Boycott Israel List, can boycott of Israel. This provision become adopt and enforce such contracting provized to sign on behalf of Respondent, I "Company Name" is not listed on either the Companies with Activities in the Iran ycott Israel List. I further certify that the	contracting with companies for goods or services of panies with Activities in Sudan List, the Scrutinized stor Lists which are created pursuant to s. 215.473, created pursuant to s. 215.4725, F.S., or companies mes inoperative on the date that federal law ceases phibitions. Thereby certify that the company identified above in the Scrutinized Companies with Activities in Sudan an Petroleum Energy Sector List, or the Scrutinized e company is not engaged in a boycott of Israel. It is, the submission of a false certification may subject
Certified By:	to sign on behalf of the above referenced c	ompany.
Print Name and T	-	

State of Florida Vendor Certification Regarding E-Verify

Respondent Vendor Name:			
Vendor FEIN:			
Vendor's Authorized Repres	entative Name and Title:		
Address:			
City:	State:	ZIP:	
Phone Number:			
Email Address:			
E-Verify system operated by authorization status of all ne labor or providing goods or s Escambia County (SBEC). Verify. Contractor shall also performing labor or providing E-Verify system to verify the while performing labor or providing labor or providing in any related subconor services for ECSD or Subcontractor does not employ. S.C. § 1324a(h)(3). Contractor Contractor Subcontractor does not employ.	448.095(2) Florida Statutes (y the United States Departi w employees hired by Conti- cervices to the Escambia Con- cervices for ECSD work authorization status of con- cervices for	(2020), Contractor shall register with the the threat of Homeland Security to vertractor prior to entering into a Contractor require evidence of registrates of the second prior of the contractor and the contractors performing labor or problem to the contractor with an affidavit state at the contractor with an affidavit state of the contractor with a contractor wit	rify the work tract involving nool Board of ration with E- ubcontractors in and use the subcontractor portractor shall oviding goods ting that the sidefined in 8 contract with Further, it is requirements
Certified By:			
AUTHORIZED SIG	-		
Date:			

ATTACHMENT I

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

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