



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 N. Pace Blvd.
PENSACOLA, FL 32505**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

November 8, 2018

PURCHASING CONTACT & TELEPHONE:

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

BID TITLE:

Ala Carte Snack Items and Beverages for Direct Delivery to School Cafeterias

BID NUMBER:

191402

BID OPENING DATE & TIME: **Tuesday, December 4, 2018 1:30 p.m., Central Standard Time**

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

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Bids will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the **School District's Purchasing Office at 75 N. Pace Blvd. Pensacola, Florida, 32505** by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___

OTHER (PLEASE SPECIFY _____)

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

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this solicitation is to establish an agreement for the direct delivery of ala carte snack items and beverage products to school cafeterias in the Escambia County School District (ECSD). Refer to Attachment G - School Address List. The initial term shall begin upon School Board approval on February 1, 2019 through January 31, 2020 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall be in effect for the period of February 1, 2020 through January 31, 2021. All prices, terms, and conditions shall be fixed and in effect for the entire term(s) of this agreement. The District does not pay fuel adjustment charges. The quantities listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated quantities. However, the District reserves the right to reduce or increase the number of shipments and/or purchase additional quantities at the agreement price at any time during the agreement period. By signing this agreement, the Bidder is agreeing to honor their bid's prices and all terms and conditions for the entire term(s) of the agreement.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this solicitation, you must send a sample for review by Tuesday, November 27, 2018, 12:00 PM, CST. Failure to send a full case quantity sample size in its original packaging and the required documentation when offering an alternate product will result in your bid being determined "non-responsive" for that item. Unmarked boxes or bags containing loose samples are not acceptable. Samples should be clearly labeled "SAMPLE FOR BID NUMBER #191402." If you plan to send samples, the form and instructions will be posted on the Purchasing website at <http://ecsd-fl.schoolloop.com/purchasing/bids>. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section I. T. – Samples and Brand Name on page 5. **The District will be closed on November 12, 22, and 23 for the holidays. Please schedule sample shipments accordingly.**

QUESTIONS: Due to time constraints, it is recommended that vendors send questions in a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Wednesday, November 14, 2018, 4:00 p.m., Central Standard Time.** Changes in the specifications contained in this bid will be made by Addenda. Any Addenda issued concerning this bid will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if any Addenda has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this bid will be posted by the close of business on **Tuesday, November 20, 2018.** The direct link to the Bid/RFP Activity Section of the District website is listed below:

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

All inquiries should be sent to:

Allison Watson, Senior Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: awatson@escambia.k12.fl.us
Fax: 850-469-6271

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

II. GENERAL TERMS AND CONDITIONS.

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

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

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

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

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

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

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

- A. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages 1- 64 (entire document) or any of the items listed below may result in your bid not being accepted.**
1. **The entire bid document (pages 1 - 64) must be returned with the bid.** Signature on the first page must be an **original, manual** signature – no fax or email documents will be accepted. In the event that the Bidder makes an error on entering any information and enters a correction, the Bidder must initial the change(s). Any bid submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive bid.
 2. **Return your original bid document and one (1) copy.** The copies must be a photocopy of your original proposal and there shall be no difference in the bid document or attached enclosures. Any difference or failure to include bid attachments in both sets may cause your bid to be rejected. **Please mark copy “COPY”. Original and copy documents may be printed double-sided with left margin, book-style binding.**
 3. Copy of Bidder’s current business license.
 4. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to Attachment A.
 5. **DEPARTMENT OF AGRICULTURE, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** This form (Attachment B) must be signed and returned with the bid. **Failure to return this form will result in the bid not being accepted.**
 6. If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to Attachment C- Form Number P-002 in the back of document.
 7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your bid. **Failure to return this form will result in your bid not being accepted.**
 8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your bid. **Failure to return this form will result in your bid not being accepted.**
 9. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your bid. **Failure to return may result in your bid not being accepted.**
 10. **Vendor’s value added service proposal.** This should include, but not be limited to, information for customer service regarding turnaround time, ordering errors, marketing materials, display racks if applicable.
 11. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. **These sheets are still requested even if they were already provided with your sample product(s).**
 12. A one-page summary of each Bidder’s product recall policy and procedures.
 13. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event

that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- C. **DEFAULT:** The awarded Bidder shall inform the School Food Services Department of any problems or delays in providing the awarded item(s) as required. The District shall consider excessive product cost, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in termination of the contract.
- D. **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as a #2 red dye, is to be offered on this bid.
- E. **DELIVERY EQUIPMENT (REFRIGERATED AND FROZEN FOOD):** If applicable, the successful vendor and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. **This shall be evident upon its arrival at the school cafeterias. All frozen food items must arrive in a hard frozen state.**
- F. **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 different kinds and sizes of containers and/or number of units in a shipping case.
 - 1. Any alternate packaging offered must be substantially equivalent and listed as an alternate bid.
 - 2. Changes in packaging and packing offered by the Bidder must be clearly indicated in their bid and will be given consideration to the extent deemed consistent with the best interests of the District.
- G. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in the bid document unless otherwise specifically approved and authorized.
- H. **DISTRICT TASTE TEST:** A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in the District menu development. The students will participate in a blind taste test and are given a score sheet to rate each item as acceptable or unacceptable. The test results are tallied and each item is given an approved or unapproved status based on a substantial majority vote. If an item will be used exclusively for a la carte sales, there is an additional question on the score sheet which asks if a student would pay a specified amount for the product. In some instances, new products are tested on the reimbursable meal line and approval is based on verbal student feedback and/or sales.
- I. **APPLICABLE LAWS:** All products and deliveries must meet the State Board of Health and Escambia County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).
- J. **DESIGNATED CONTACT:** Awarded Bidder shall appoint a person to act as a primary contact for the School Food Services Office. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and conditions of this agreement.
- K. **BUY AMERICAN ACT PROVISION:** As a participation sponsor in the USDA's National School Lunch and School Breakfast Programs, the School District of Escambia County, Florida and School Food Services Department must adhere to the "Buy American" 7 CFR Part 210.21(d) provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines "domestic commodity or products" as one that is

produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, other than items normally not commercially produced in the United States, all food products should be 100% domestically grown and processed.

- L. **INCOMPLETE BID INFORMATION:** Failure to submit a completed bid on an item prevents any consideration of your bid on that item. We must have minimum drain weight (MDW) and/or yield when requested.
- M. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- N. **MINIMUMS:** The Bidder may include a statement regarding minimum order quantities or value affecting final order processing. However, required minimum quantities will be considered in the award evaluation.
- O. **WHOLE GRAIN RICH:** Where the term “**whole-grain rich**” appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.
- P. **BID QUANTITIES:** **Quantities indicated in this Bid are estimates based on prior year usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- Q. **TERM OF AGREEMENT:** All prices, terms, and conditions of this agreement shall be fixed and in effect for the entire term(s) of this agreement. The initial term will be effective from February 1, 2019 to January 31, 2020 with a one (1) year renewal option available upon mutual consent of both parties and School Board approval. The one (1) year renewal option will be in effect for the period of February 1, 2020 through January 31, 2021. If the Bidder does not wish to exercise a renewal option, the District shall receive written notification ninety-days (90) prior to renewal date. By signing this agreement, you are agreeing to honor your bid’s prices and all terms and conditions for the entire term(s) of this agreement.
- R. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this Bid with District personnel involved with or related to this bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidder’s offer.
- S. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this bid, by signing this bid, the signatory attests to the applicable certification provisions listed below:
 - 1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
 - 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
 - 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 - 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
 - 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).

7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Rights to Inventions Made Under a Contract or Agreement (37 CFR 401.2).
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract (2 CFR Appendix II to Part 200 (b)).

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>

- T. **INDEMNIFICATION:** The School Board of Escambia County, Florida agrees to indemnify the awarded Bidder(s) to the extent and only to the extent of the limits set forth in 768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute.
- U. **EVALUATION CRITERIA:** Evaluation of bids by the Evaluation Committee (consisting of representatives of the District's Food Service Department and Purchasing Department) will be made to ascertain which Bidder best meets the needs of the ECSD. ECSD 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. Line Item by Low Price: Award for each line item will go to the Bidder with the lowest price when the low price is for a product on the approved products list or where an alternate product is bid, was tested and approved by the District upon receipt of sample as detailed in this bid. The response with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District. Products approved prior to posting of this bid are listed in the Specifications and Pricing Section (Section VI).
 2. Award by Lots: Aggregate low price for all line items in a lot (i.e. all juice products would be one lot) will be awarded to one Bidder.
- V. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- W. **ALTERNATE PRODUCTS:** The District pre-approves products prior to bid evaluation. Bidding any product not listed on the approved list at the time of bid posting is an alternate bid. Bidders may bid an equal or equivalent to the item(s) approved. An alternate product will only be considered if a sample is provided to the District in the time and manner listed in Section I, Introduction, page two (2) of this bid. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award on the bid. Request should be made to the Purchasing Agent listed on page one (1) and page two (2) of this bid document.

IV. ORDER PLACEMENT AND DELIVERY PROCEDURES

- A. **ORDERING PROCEDURES:** The maximum lead time for deliveries is three (3) days. It is the District's preference to have a one (1) day lead time for ordering and delivery for ala carte products. For example, orders placed on Thursday are to be delivered on Friday.
- B. **DELIVERY:** Delivery of all products to the individual schools will be on a scheduled basis for each school year. At minimum, one (1) delivery per week shall be made if requested by the cafeteria manager. The exact time and place of delivery for each school cafeteria shall be determined on an individual basis with deliveries usually from 6:15 a.m. to 10:00 a.m. Bidder will be responsible for the freshness of all products when delivered and date stamped cartons will be utilized to further validate freshness. The Bidder must coordinate changes to the delivery schedule with the cafeteria manager. The Bidder shall have access to the ECSD campuses from Monday through Friday, except school holidays, partial or unscheduled closing days. When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day or the prior school day. This shall not preclude the Bidder or the cafeteria manager from making adjustment requests as needed for the convenience of either party upon mutual consent. **Under no circumstances is the product to be left unattended on a loading dock. All product must be delivered during a time when the cafeteria staff is present. This also excludes leaving product with custodial, security staff, or any other non-cafeteria school staff.**
- C. **PRODUCT QUALITY:** If this product is not delivered at the proper temperature, the Bidder is required to redeliver the product the same day or early in the morning of the next school day based on the school's needs. If applicable, refrigerated and frozen ala carte items will be maintained at the proper temperature of 35F to 38F degrees for cooler (non-frozen) products and 0 (zero) F degree or below for frozen products. **This shall be evident upon its arrival at the school cafeterias. All frozen food items must arrive in a hard frozen state.** The Bidder shall comply with these mandatory quality specifications. In the event any of the items listed in this bid are not available domestically, the Bidder shall submit complete information including product origin with your bid.
- D. **PRODUCT AVAILABILITY:** If, for any reason item(s) ordered by a cafeteria cannot be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one (1) day prior to scheduled delivery date and vendor should offer substitution options. All District cafeterias will have up to two (2) days prior to delivery to add and/or cancel items.
- E. **REJECTION PROCEDURES:** The School District and Cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this bid. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for nonconforming bread products.
- F. **VENDOR PERFORMANCE:** Vendor must maintain an acceptable level of performance throughout the term of the contract and is required to provide food products in compliance with current ECSD standards. Supplies transported in vehicles that are not sanitary and equipped to maintain prescribed temperatures may be rejected. The District reserves the right to inspect vendor vehicles and all operating plants and facilities. Whether the product meets current ECSD standards will be determined by the Food Services Office.
- G. **ACT OF GOD:** Vendor shall have a plan for distribution of unused product in the event of an "Act of God," such as hurricane, etc., where the vendor would be expected to move as much ordered product as possible to its other customers in the event a school should have to be closed without notice. In the event the vendor's facilities are affected by an Act of God (i.e. hurricane, etc.) and the vendor cannot deliver when scheduled, vendor should notify the School Food Services Office at their first opportunity so the District can make other arrangements for the affected period.
- H. **QUALITY CONTROL/RECALL:** Quality Control Reports are an internal tool used by school cafeteria managers to communicate to the School Food Services Office regarding service, quality of product, contamination, and so forth. Quality Control Reports addressing contamination or any other urgent issues must be responded to immediately by the vendor, in writing. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within seven (7) calendar days of notification.

- I. **FOOD SAFETY AND RECALLS:** The safety of the food supply is critical to ECSD. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential Bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:
1. Provide accurate and timely communication to ECSD regarding a food recall.
 2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 3. Streamline the process for reimbursement for recalled product.
 4. A one page summary of each Bidder's recall policy and procedures are to be submitted with this bid.
- J. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** All products will be carefully handled and promptly delivered to conform to accepted industry standards. All products must meet all Federal, State, and Local standards for production, contents, purity and general quality, and must be of fresh quality.
- K. **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 Cafeteria Manager, the Food Services Director, the local health department, and/or staff or U.S.D.A. Health Inspector, been for any reason rendered unfit for human consumption, will be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of the shipper.
- L. **DELIVERY ACCURACY AND PRODUCT QUALITY:** Awarded Bidder is expected to make deliveries with a minimum of errors. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All ala carte snack products must be delivered fresh, sanitary and in temperature-controlled condition.
- M. **ITEM SUBSTITUTION:** Each item that is delivered must meet the minimum product specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be approved prior to delivery. If the awarded vendor is temporarily out-of-stock of a particular item, they must deliver an equal or superior product at an equal or lower price, with prior approval, from the School Food Services Office. All outages and substitutions must be submitted to the School Food Services Department within twenty-four (24) hours prior to delivery. Excessive occurrences of out-of-stock items may be cause for contract cancellation.
- V. **INVOICES, STATEMENTS AND PAYMENTS.** Invoices for the purchase of food and nonfood supplies made for schools are to be paid by the Food Services Central Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions:
- A. **CAFETERIA CODE NUMBER:** Each Invoice shall list the School Cafeteria Code on it. A list of these code numbers is included in this document on Attachment G.
 - B. **DELIVERY DATES/PERIOD:** Each invoice shall indicate the delivery dates.
 - C. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of item quoted on the bid. Unit prices for items shall be recorded in the unit of measure presented in the bid. All invoices shall be accurately extended.
 - D. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in triplicate; and all three (3) copies must be signed by the cafeteria manager or their authorized representative. The three (3) copies will be distributed as follows and contain the following information:
 1. Two (2) copies left with manager at the time of delivery.

2. One (1) copies returned to vendor.
3. The cafeteria cost center numbers must appear on all invoices.
4. If for any reason, it is necessary to make a change on the delivery ticket (invoices), the vendor shall make an additional charge or credit memorandum, the following procedures shall be followed:
 - a. All cancellation or merchandise returns must be recorded by the driver on all three (3) copies of the invoices or “pick-up tickets” and these copies shall be distributed as follows:
 - i. Two (2) copies left with the cafeteria manager at the time of pick-up.
 - ii. One (1) copy returned to the vendor.
 - b. All credit memorandums necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately, and supported by descriptive information.
5. **Do not mail information to individual schools.** Except for the school’s two (2) copies of the invoices, all other information shall be mailed to the District’s School Food Service Accounting Office.

E. INVOICES AND CREDIT MEMOS: All vendors must issue invoices and credit memos in triplicate and all three (3) must be signed by the cafeteria manager or an authorized representative.

1. The vendor shall forward invoices and credit memos, on a weekly basis, by school, directly to the Escambia County School District, School Food Service Accounting Office, 75 North Pace Blvd., Pensacola, FL 32505.
2. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the cafeteria manager. As an acceptable alternative, vendors may bill by statement only, providing that invoice numbers appear on each school cafeteria statement.
3. Weekly statements must be generated for each school cafeteria and each statement number must be different.
4. If for any reason, it is necessary to make changes on the delivery ticket (invoices), the vendor shall make shall an additional charge or credit memorandum.
5. All cancellations or merchandise returns must be recorded and signed by the driver on all three (3) copies of the invoices or “Pick-up tickets”.
 - a. The driver will leave two (2) copies with the cafeteria manager at the time of pick-up.
 - b. The driver will retain one (1) copy for the vendor.
6. All credit claims necessitated by non-delivery of centrally purchased items will be deleted from the the total payment for that period, listed separately, and supported by descriptive information.

F. INVOICE/PACKING LIST NOTATIONS: All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven (7) digit School District item identification number shown in the detail specifications.

VI. SPECIFICATIONS AND PRICING

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

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
1.	1700	cs.	<p>CRACKERS, SALTINE, WHOLE GRAIN (0512030):</p> <p>Crackers, whole grain rich, individual packs; packed two (2) crackers per packet. Crackers must not exceed 100 calories and 200 mg. sodium per serving. A minimum of six (6) crackers should provide one (1) Grain Equivalent per Child Nutrition Program. Packed 500 packs/case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Premium Whole Grain #19320001925</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____g</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
2.	1000	cs.	<p>CRACKERS, WHOLE GRAIN, MINI (0512000):</p> <p>Crackers, whole grain rich, miniature. Crackers to be wrapped in individual bags and approximately one (1) oz. in weight. Sodium not to exceed 200 mg. A minimum of two (2) packages must provide one (1) Grain Equivalent per Child Nutrition Program. Packed 150-300/case.</p> <p>Estimates based on 150 per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Back to Basics #37501 MJM Savory Bites-Herb Cracker #803155</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____g</p> <p>_____ Brand/Product #</p> <p>_____ Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
3.	1000	cs.	<p>CROUTONS, INDIVIDUALLY PACKED (0520150):</p> <p>Croutons, whole grain rich, individual packed in approximately 0.5 oz. bags. Sodium not to exceed 200 mg. A minimum of two (2) packages must provide one (1) Grain Equivalent per Child Nutrition Program. Packed 250/case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Fresh Gourmet: Cheese Garlic #74627</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____g</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p style="text-align: center;">ITEMS 4 – 7 MAY BE AWARDED AS A LOT.</p> <p>Juice, 100%, must not contain added sweeteners, and must include at least 10% daily values for at least three (3) vitamins or minerals. Availability of four (4) or more juice flavors is preferred, with orange juice and apple juice being required flavors. Orange juice from concentrate should preferably be of Florida origin with the accompanying statement "100% Florida." You must submit documentation from the Florida Citrus Commission or from the packer as to the state of origin.</p> <p>All juices must be Grade A quality, and packed under continuous USDA Inspection. Juice should be pure with no additives or preservatives. Juice must be processed in a USDA inspected and approved plant and each carton or case will carry the USDA Grade A grade shield. Provide complete nutritional and product specifications with your bid. No more than 80 calories per 4 oz.</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
4.	980,000	ea.	<p>100% JUICE, FRESH, 4 OZ., REFRIGERATED, (0530900): Juice, 100%, no added sweeteners. A minimum of three (3) flavors is required. Juices must be refrigerated. Product must include at least 10% daily values for at least three (3) vitamins or minerals. Packed 40/4.23 oz. per case. Packed in round or square, plastic or plastic-coated cardboard, with a gable or flat top container. Peel-back foil on circular plastic containers are also acceptable. Container must be designed for easy, non-spill handling by small kindergarten students. We prefer that this carton have a milk straw size, pre-punched opening in the top of the container, and covered with a foil/plastic tape for easy removal or punch-thru with a plastic straw. Product must be processed in a USDA inspected and approved plant. Provide complete nutritional and product specifications with your bid.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>M & B Orange #2070 Apple #2840 Pineapple #2240 Orange/Pineapple #2440 Grape #2642 Fruit Blend #2342</p> <p>SunCup Orange #030100 Apple #030301 Grape #030501 Cranberry #030601 Fruit Punch #030800 Orange/Pineapple #031200 Apple/Cherry #032000</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p>Please list all flavors available:</p> <ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ <p>If currently not an approved brand, please provide at least twenty (20) - 4 oz. samples of each product which you propose to supply on or before the bid opening date. We do not require special printing on these cartons. Provide your regular nationally-advertised brand on the cartons.</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Minimum Pack Size (case, pallet, etc.)</p> <p>_____</p> <p>Individual Portion Type (bottle, carton, etc.)</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
5.	18,000	cs.	<p>100% FRUIT JUICE, SHELF STABLE, 4 OZ. (0530900-0530905): Fruit juice, 100% juice with no added sugars or artificial sweeteners. Product should contain 70 calories or less and contain at least 60% DV of Vitamin C. Packed 40/4.23 oz. per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Juicy Juice: Apple #14523 Berry #88579 Orange Tangerine #52179 Grape #88977 Fruit Punch #25216</p> <p>Apple & Eve: Strawberry Kiwi #86008 Mixed Berry #86007 Orange Tangerine #86003 Fruit Punch #86001 Apple #86000</p> <p>Ardmore Farms/Country Pure: Tropical Fruit Punch #62008 Orange Tangerine #62007 Strawberry Banana #62006 Grape #62002 Apple #62001 100% Orange Juice #62000</p> <p>Juice Bowl: Strawberry Kiwi #90034 Orange Tangerine #90037 Orange #90038 Grape #90039 Fruit Punch #90039 Apple #90040</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p>_____ Minimum Pack Size (case, pallet, etc.)</p> <p>_____ Individual Portion Type (bottle, carton, etc.)</p> <p>Comments:</p>			
6.	3,000	ea.	<p>100% JUICE, SHELF STABLE, 6 OZ. (0570590): Juice, 100%, no added sweeteners. A minimum of three (3) flavors is required. Juices must be shelf stable and must include at least 10% daily values for at least three (3) vitamins or minerals. No more than 90 calories per six (6) oz. Provide complete nutritional and product specifications with your bid.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Tropicana Minute Maid Dole</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please list all flavors available: 1. _____ 2. _____ 3. _____ 4. _____</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>_____ Brand/Product #</p> <p>_____ Individual Portion Type (bottle, carton, etc.)</p> <p>_____ Minimum Pack Size (case, pallet, etc.)</p> <p>_____ Individual Units Per Case/Pack Size</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
7.	150,000	ea.	<p>100% JUICE, SHELF STABLE, 10 OZ. (0570590): Juice, 100%. A minimum of three (3) flavors is required. Juices must be shelf stable. 100% Juices, must not contain added sweeteners, and must include at least 10% daily values for at least three (3) vitamins or minerals. No more than 150 calories per 10 oz. Provide complete nutritional and product specifications with your bid.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Tropicana Minute Maid Dole</p> <p>Please list all flavors available: 1. _____ 2. _____ 3. _____ 4. _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>We prefer juice with Vitamin C enrichment. Is your product enriched? Yes [] No []</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Minimum Pack Size (case, pallet, etc.)</p> <p>_____</p> <p>Individual Portion Type (bottle, carton, etc.)</p> <p>_____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
8.	800	cs.	<p>BAKED SNACK CRACKERS, FISH SHAPED (0504090):</p> <p>Snack crackers, whole grain rich, baked, fish shaped cracker, made with cheddar cheese or pretzel, with or without flavorings. Snack must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Item to be individually portioned in a 0.75 oz. pouch, with each pouch to provide one (1) grain per Child Nutrition Program. Packed 300/0.75 oz. per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u> Pepperidge Farms: Cheddar #18105 Pretzel #14396 Hot 'n Spicy #17330 Kickin Ranch #17331</p> <p>List Available Flavors: _____ _____ _____ _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No Trans Fat _____g Portion Size _____(Individual serving) Portions Per Case _____ State Pack Size _____</p> <p>Items must be ordered in multiples of _____individual servings</p> <p>_____ Brand/Product #</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
9.	300	cs.	<p>CEREAL SNACK MIX, ASSORTED (0504090): Cereal, snack mix, whole grain rich, criss-cross mix in assorted flavors. Snacks to be individually wrapped with sizes ranging from approximately 0.92-1.05 oz. Case count will depend upon package weight. Variety should include but not be limited to, whole grain cheese flavored cereal snacks, whole grain spicy flavored cereal snacks, and whole grain yogurt coated cereal snacks. Snack must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed 60 per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>General Mills Simply Chex Hot 'n Spicy #31934-6 Cheddar #31932-2 Strawberry Yogurt #31937-7 Xtreme Habanero Lime #46153-3</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No Trans Fat _____g Portion Size _____(individual serving) Portions Per Case _____ State Pack Size _____ _____ Brand/Product # _____ Packed By _____ Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
10.	100	cs.	<p>BAKED SNACK CRACKER, SQUARE SHAPED (0520180):</p> <p>Snack crackers, whole grain rich, baked, square shaped, and made with cheddar cheese. Snack must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Item to be individually portioned in a 0.75 oz. pouch, with each pouch to provide one (1) grain per Child Nutrition Program. Packed 175/0.75 oz. per case.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Cheez It: Cheddar #79263 Atomic Cheddar #10238</p> <p>List Available Flavors: _____ _____ _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____g</p> <p>Portion Size _____(individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____individual servings</p> <p>_____ Brand/Product #</p> <p>_____ Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
11.	750	cs.	<p>MARSHMALLOW SQUARE, CRISPY (0520230): Crispy marshmallow square made with whole grain brown rice. Must be whole grain rich. Square must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Square must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed 4/20 count boxes per case. Minimum unit size of 1.4 oz.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Kellogg's #38000-11052</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No Trans Fat _____g Portion Size _____(individual serving) Portion Size _____(individual serving) Portions Per Case _____ State Pack Size _____</p> <p>Items must be ordered in multiples of _____individual servings</p> <p>_____ Brand/Product #</p> <p>_____ Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
12.	100	cs.	<p>MARSHMALLOW SQUARE, MINI, CRISPY (New Item, No ID#): Crispy marshmallow square made with whole grain brown rice. Must be whole grain rich. Square must not exceed 50 calories and 45 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Square must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 600 individually wrapped treats per case. Minimum unit size of 0.42 oz.</p> <p><u>Approved Brand(s) or Accepted Alternate:</u></p> <p>Kellogg's #38000-14540</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____g</p> <p>Portion Size _____(individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>_____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
13.	300	cs.	<p>FRUIT SNACKS (0520204 & 0520205): Fruit snacks, individually packaged. Fruit must be the first ingredient. Snacks must also be a good source of fiber, vitamin C and vitamins A & E. Snack must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed 144/1.55 oz. per case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Welch's Berries N' Cherries #14492 Mixed Fruit # 14498 Island Fruit # 14491</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No Trans Fat _____g Portion Size_____ (individual serving) Portions Per Case_____ State Pack Size_____</p> <p>_____ Brand/Product #</p> <p>_____ Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
14.	300	cs.	<p>OAT SQUARES (0506190):</p> <p>Oat squares, whole grain rich. Prepackaged, thin, crispy oat squares in a variety of flavors to include cinnamon and chocolate chip. Each package to contain approximately 3 oat squares. Snack must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Each package to provide 1 grain per Child Nutrition Program. Packed 120/1.20 oz. per case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Nature Valley Crisps: Chocolate Chip #48255-2 Cinnamon #48256-9</p> <p>List Available Flavors:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No</p> <p>Trans Fat _____g</p> <p>Portion Size _____(individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
15.	350	cs.	<p>COOKIE, ANIMAL SHAPED (0520190): Animal shaped cookie, whole grain rich. Individually packaged. Snack must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed 150/1.00 oz. per case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Keebler Animal Crackers #30100-20150</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup []Yes []No Trans Fat _____g Portion Size _____(individual serving) Portions Per Case _____ State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
16.	3,000	cs.	<p>FRUIT CUP, FROZEN SMOOTHIE (0540000): Frozen, 100% fruit juice in individually packaged cups. Product must count for ½ cup of fruit per Child Nutrition Programs. Product must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed 84/4.4 oz. per case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Whole Fruit: Mango Strawberry Pomegranate #23060030</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat _____g</p> <p>Portion Size _____(individual serving)</p> <p>Portions Per Case _____</p> <p>State Pack Size _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			ITEMS #17-26 MAY BE AWARDED AS A LOT			
17.	500	ea.	<p>WATER, UNFLAVORED (New Item, No ID#): Water, unflavored, 8 oz. plastic bottles, single serve.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Dasani Aquafina</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit Type/Size (bottle):</p> <hr/> <p>Minimum Pack Size (case, pallet, etc):</p> <hr/> <p>Individual Units Per Case/Pack Size:</p> <hr/> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
18.	5,000	ea.	<p>WATER, UNFLAVORED (0570550): Water, unflavored, 12 oz. plastic bottles, single serve.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Dasani Aquafina</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit/Type (bottle):</p> <p>_____</p> <p>Minimum Pack Size (case, pallet, etc):</p> <p>_____</p> <p>Individual Units Per Case/Pack Size:</p> <p>_____</p> <p>_____</p> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
19.	50,000	ea.	<p>WATER, UNFLAVORED (0580020): Water, unflavored, 16-20 oz. plastic bottles, single serve.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Dasani Aquafina</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit Type/Size (bottle):</p> <p>_____</p> <p>Minimum Pack Size (case, pallet, etc.):</p> <p>_____</p> <p>Individual Units Per Case/Pack Size:</p> <p>_____</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
20.	2,000	ea.	<p>WATER, FLAVORED, 20 OZ. (0570580): Water, flavored, 20 oz. bottles, single serve. No more than 10 calories per 20 oz.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Dasani Aquafina</p> <p>Please list all flavors available:</p> <p>1. _____ 2. _____ 3. _____ 4. _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit Type/Size (bottle): _____</p> <p>Minimum Pack Size (case, pallet, etc.): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Product #</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
21.	5,000	ea.	<p>WATER, VITAMIN ENRICHED (0580020): Water, flavored, vitamin enriched beverage. Each plastic bottle should provide at least 100% of the Daily Value for vitamin C and be an excellent source of the various B vitamins. No more than 60 calories per 12 oz. bottle and no more than ten (10) calories per 20 oz. bottle. (20 oz. fl. bottle desired.)</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Vitamin Water Zero</p> <p>Please list all flavors available: 1. _____ 2. _____ 3. _____ 4. _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit Type/Size (bottle): _____</p> <p>Minimum Pack Size (case, pallet, etc.): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
22.	5,000	ea.	<p>WATER, FLAVORED, CARBONATED (New Item, No ID#): Water, flavored, aerated beverage in plastic bottles. Flavored waters should contain no artificial colors or flavors. Sugar content must be 16 grams or lower. No more than 60 calories per 12 oz. Preferred size is 12 oz. Beverages packaged in aluminum cans will not be accepted.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>No Approved Brands. Samples required.</p> <p>Please list all flavors available:</p> <p>1. _____ 2. _____ 3. _____ 4. _____</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit Type/Size (bottle): _____</p> <p>Minimum Pack Size (case, pallet, etc.): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
23.	5,000	ea.	<p>WATER, FLAVORED, CARBONATED (0580030 - 0580034):</p> <p>Water, flavored, aerated beverage in plastic bottles. Flavored waters should contain no artificial colors or flavors. Preferred size is 17 oz. Product must be zero calories and sugar content must be sixteen (16) grams or lower per beverage. Beverages packaged in aluminum cans will not be accepted.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Sparkling Ice: Classic Lemonade Orange Mango Cherry Limeade Kiwi Strawberry Black Raspberry</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Individual Unit Type/Size (bottle): _____</p> <p>Minimum Pack Size (case, pallet, etc.): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
24.	2,000	ea.	<p>WATER, FLAVORED, 20 OZ. (0570580): Water, flavored, 20 oz. bottles, single serve. No more than 10 calories per 20 oz. Beverages packaged in aluminum cans will not be accepted.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Dasani Aquafina</p> <p>Please list all flavors available:</p> <p>1. _____ 2. _____ 3. _____ 4. _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit Type/Size (bottle): _____</p> <p>Minimum Pack Size (case, pallet, etc.): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
25.	20,000	ea.	<p>SPORTS DRINK, ISOTONIC, ZERO CALORIE, 20 OZ. (0570540): Sports drink, zero calorie, 20 oz. The first ingredient of the sports drink should be water. Other ingredients to include citric acid, salt, sodium citrate, and potassium phosphate. Sports drinks shall provide zero calories. Product not to exceed 250 mg. of sodium per 20 oz. serving. A minimum of four (4) flavors is required.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Powerade Zero</p> <p>Please list all flavors available:</p> <p>1. _____ 2. _____ 3. _____ 4. _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Individual Unit Type/Size (bottle): _____</p> <p>Minimum Pack Size (case, pallet, etc.): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
26.	625	cs.	<p>TEA, SHELF-STABLE, VARIETY FLAVORS (0530800, 0530801, and 0530802) Tea, fresh brewed, decaffeinated and with all natural flavorings. Product should be shelf-stable. A variety of flavor options is preferred to include lemon and peach flavors. Tea should contain no more than 60 calories per 12 oz. Packed 24/12 oz. plastic bottles per case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Cutting Edge Beverages/Juice Bowl: Lemon #00024 Peach Mango #00025</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>The following must be completed whether it matches specs above or not:</p> <p>Individual Unit Type/Size (bottle): _____</p> <p>Minimum Pack Size (case, pallet, etc.): _____</p> <p>Individual Units Per Case/Pack Size: _____</p> <p>_____</p> <p>Brand/Product #</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
27.	300	cs.	<p>FRUIT STRIPS, 100% FRUIT (0530860, 0530861, & 0530862): Fruit strips, made from 100% fruit juice or fruit puree, 0.5 oz. each. Product should contain 50 calories or less. Packed 96-100/0.5 oz. per case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Global Foods/Fruit-to-Go: Strawberry #3013 Strawberry Watermelon #3016 Raspberry #3015 Wildberry #3014</p> <p>General Mills/Fruit Roll-ups: Blastin' Berry #11566 Crazy Colors #11561 Strawberry #29162</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
28.	150,000	ea.	<p>CHIPS, ASSORTED (0520500):</p> <p>Chips, assorted individually packaged whole grain rich snacks ranging from approximately 0.5 oz. to 1 oz. package weights for a la carte sales only. Case count will depend upon package weight. Variety should include, but not be limited to, cheese flavored snacks, spicy flavored snacks, flavored tortilla chips, and air puffed snacks, pretzels, multigrain snack chips, and multigrain cheddar cheese flavored snack chips. Snacks must not exceed 200 calories and 200 mg. sodium. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snacks must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Vendor will be encouraged to provide a choice of food service display units, including the following:</p> <ol style="list-style-type: none"> 1. ALL-SIDE ACCESS FLOOR DISPLAYS <ol style="list-style-type: none"> a. 2-sided Front End Merchandiser b. 3-tier Gravity Feed c. 3-Strand Clip Tree 2. COUNTERTOP DISPLAYS <ol style="list-style-type: none"> a. 3-Shelf Wire Countertop <p>Please include materials describing your display units.</p> <p>To encourage maximum sales of this a la carte item, the brand awarded must be a national brand readily recognized by the middle and high school student. A local distributorship is also required to allow cafeteria managers to phone, fax, or email orders for delivery within one-to-two days.</p> <p>Given the case volume required for a la carte sales and the lack of dry storage space in many secondary cafeterias, weekly chip deliveries cannot be accommodated.</p> <p>A company product data sheet or other specification data must accompany your bid.</p> <p>BAGS MUST NOT BE PRE-PRICED</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p><u>Approved brand(s) or accepted alternate:</u></p> <p>Frito Lay Brand B&G's Pirate Booty - #81662407</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
29.	400	cs.	<p>CHIPS, TORTILLA, 2 OZ. (0520512): Tortilla chips, whole grain rich, baked. Chips must be individually packaged in approximately 2 oz. servings. Chips must not exceed 300 calories and 220 mg. sodium per serving. Chips must contain no more than 0.5 grams of trans fat. One 2 oz. serving must meet (2) grains per Child Nutrition Program. Packed approximately 80/2 oz. bags/case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Snak King/El Sabroso #260529</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
30.	600	cs.	<p>CHIPS, TORTILLA, BULK (0502310): Tortilla chips, whole grain rich, baked, reduced fat, bulk packed. Chips must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Chips must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. One serving must meet two (2) grains per Child Nutrition Program. Packed 4/16 oz. bulk bags.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Frito Lay Tostito Rounds Bulk #18793</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
31.	600	cs.	<p>CHIPS, FRITOS, BULK (0520510): Tortilla chips, whole grain rich, baked, reduced fat, bulk packed. Chips must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Chips must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. One serving must meet two (2) grains per Child Nutrition Program. Packed 4/16 oz. bulk bags.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Frito Lay</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
32.	40,000	cs.	<p>POPCORN, ASSORTED (0520203): Popcorn, assorted individually packaged whole grain rich snacks ranging from approximately 0.5 oz. to 1 oz. package weights for a la carte sales only. Case count will depend upon package weight. Variety should include, but not be limited to, cheese, white cheddar, and kettle corn. Snacks must not exceed 200 calories and 200 mg. sodium. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snacks must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item.</p> <p>A company product data sheet or other specification data must accompany your bid.</p> <p>BAGS MUST NOT BE PRE-PRICED</p> <p><u>Approved brand(s) or accepted alternate:</u> Popcorn Indiana #81972000509</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
33.	400	cs.	<p>BEEF JERKY, STICKS (0520208, 0520210, & 0520211): Beef jerky sticks with a variety of flavor options preferred. Product should not exceed 150 mg. of sodium per stick. Packed 108 – 216/0.5 oz. sticks per case.</p> <p>Estimate based on 108 sticks</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Highland Beef Honey Peppered Beef #OW127 BBQ Flavored Beef #OW137 Honey Peppered Turkey #OW128 BBQ Flavored Pork #WS136</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
34.	1500	cs.	<p>BEEF JERKY, PIECES (0520208, 0520210, & 0520211) Beef jerky pieces, individually packed, with a variety of flavor options preferred. Product should not exceed 200 mg. of sodium per stick. Packed 48/0.85 oz. packages per case.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Jack Link's: Original Beef #7721 Teriyaki Beef #7717 Peppered Beef #7719</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
35.	1400	cs.	<p>COOKIE, SOFT BAKED (8507110, 8507120, 8507130, & 8507140): Cookies, soft baked and individually wrapped. Cookies should be a thaw-and-serve product and approximately 1.3 - 1.5 oz. in size. Cookies should come in a variety of flavors to include chocolate chip, sugar, chocolate brownie, etc. Each cookie must be whole grain rich and not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Product must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. . One 1.5 oz. serving must meet (1) grain per Child Nutrition Program. Packed 120/1.3 -1.5 oz. per case.</p> <p>Estimate quantity based on 120 per case</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Cookie Tree: #3237WGR,#3251WGR,3233WGR,3239WGR</p> <p>Buena Vista: #79015,#79215,#79815,#79615</p> <p>Classic Cookie: #1WP120-8406,#1WP120-8404,1WP120-8401,#1WP120-8407</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p> <p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<hr/> Brand/Product # <hr/> Packed By Comments:			
36.	1000	cs.	<p>COOKIES, BITE SIZE, INDIVIDUALLY PACKAGED (0520185):</p> <p>Cookies, mini or bite size, individually packaged. Cookies should be whole grain rich and made with small chocolate chips. Other flavor varieties are also acceptable <u>in addition to</u> chocolate chip. Cookies must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Cookies must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. One 1.2 oz. serving must meet (1) grain per Child Nutrition Program. Packed 80 (1.2 oz.) pkg. /cs.</p> <p><u>Approved brand(s) or accepted alternate:</u></p> <p>Grandma's: Mini Chocolate Chip #66154</p> <p>Please list all flavors available:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>SAMPLE REQUIRED if bidding other than brand listed above.</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</p> <p>High Fructose Corn Syrup: []Yes []No</p> <p>Trans Fat: _____g</p>			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			Portion Size: _____ (individual serving) Portions Per Case: _____ State Pack Size: _____ Items must be ordered in multiples of _____ individual servings _____ Brand/Product # _____ Packed By Comments:			
37.	130	cs.	PUDDING CUP, FROZEN (0513080): Pudding cup, frozen, dessert style pudding, three (3) oz. First ingredient listed must be skim milk. Pudding must not exceed 200 calories and 200 mg. sodium per serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 10% of total calories. Snack must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Packed approximately 60 per case. Please list all available flavors: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ <u>Approved brand(s) or accepted alternate:</u> Rich's/Zerts: Cake Batter #11619 Brownie Batter #11620 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup: []Yes []No Trans Fat: _____g			

Item:	Qty:	Unit:	Description:	PORTION PRICE:	UNIT PRICE:	EXTENDED PRICE:
			<p>Portion Size: _____ (individual serving)</p> <p>Portions Per Case: _____</p> <p>State Pack Size: _____</p> <p>Items must be ordered in multiples of _____ individual servings</p> <p>_____</p> <p>Brand/Product #</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p>			

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a 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 the 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, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

**U.S. Department of Agriculture
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Required for
Lower Tier Covered Transactions Over \$100,000 per Bid, Contract or for Invitation To Bids**

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

Before Completing Certification, Read Instructions On The Following Page

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

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

Organization Name

PR/Award Number or Project Name

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

Signature

Date

Instructions for Certification

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

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

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

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

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

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

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

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

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

FORM P-002
Reference Release Form

I _____
(Name/ Title) (Name of Company)

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

Authorizing Signature: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

CONTACT'S EMAIL ADDRESS:

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

CONTACT'S EMAIL ADDRESS:

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

CONTACT'S EMAIL ADDRESS:

ATTACHMENT D

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

Signature of Vendor's Authorized Representative

Date Title

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

Signature of Authorized Sponsor Representative Date

NON-COLLUSION AFFIDAVIT

State of _____

Contract/Bid No. _____

County of _____

I state that I am the _____ of _____
(Title) (Name of Firm)

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

I state that:

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

I state that _____
(Name of my Firm)

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

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20 ____

NOTARY PUBLIC

My commission expires: _____

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

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

- A. Keep and maintain public records required by the School Board to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <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, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

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

Approved:

Initials of Each Signatory:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

AREA MANAGER	COST CENTER	SCHOOL	SCHOOL ADDRESS	MANAGER	TELEPHONE	FAX
Donna Burks	1221	Bailey Middle	4110 Bauer Rd. Pensacola, FL 32506	Kathleen Raughton	492-0975	492-9660
Donna Burks	0051	Bellview Elementary	4425 Bellview Avenue Pensacola, FL 32526	Melanie Grandchamp	941-6067	941-6062
Debbie Williamson	0061	Bellview Middle	6201 Mobile Hwy Pensacola, FL 32526	Vickey Grant	941-6094	941-6089
Debbie Williamson	0941	Beulah Elementary	6201 Helms Road Pensacola, FL 32526	Lakysa Tolbert	941-6187	941-6183
Debbie Williamson	1291	Beulah Middle	6001 W. Nine Mile Rd., Pensacola, FL 32526	Debbie Buttitta	316-3866	941-6008
Donna Burks	1241	Blue Angels Elementary	1551 Dog Track Road Pensacola, FL 32506	Stephanie Bass	453-7403	457-6954
Donna Burks	0101	Bratt Elementary	5721 N. Hwy 99 Century, FL 32535	Jackie Thomas	327-6154	327-4879
Susan Lashley	0111	Brentwood Elementary	4820 N. Palafox Street Pensacola, FL 32505	Ron Mixon	595-6805	595-6802
Donna Burks	0671	Brown Barge Middle	201 East Hancock Lane Pensacola, FL 32503	Ruth Stricker	494-5646	494-5699
Susan Lashley	0191	Cook Elementary	1310 North 12th Avenue Pensacola, FL 32503	Cumi Thompson	595-6824 ext: 229	595-6823
Debbie Williamson	0231	Cordova Park	2250 Semur Road Pensacola, FL 32503	Norma Ramsey	595-6839	595-6835
Cheryl Null	0271	Ensley Elementary	501 East Johnson Avenue Pensacola, FL 32514	Anita Heard	494-5602	494-5603
Donna Burks	0541	Ernest Ward Middle	7650 N. Highway 97 Walnut Hill, FL 32568	Regina Hare	327-4685	221
Donna Burks	0281	Escambia High	1310 North 65th Avenue Pensacola, FL 32505	Janet Williams	453-7454	453-9381
Debbie Williamson	0922	Escambia Westgate	10050 Ashton Brosnahan Rd. Pensacola, FL 32534	Sharon Davis	494-5739	494-5702
Susan Lashley	0291	Ferry Pass Elementary	8310 N. Davis Hwy. Pensacola, FL 3214	Corisa Bonifay	494-5608	494-7480
Susan Lashley	0301	Ferry Pass Middle	8355 Yancey Avenue Pensacola, FL 32514	Juanita Forst	494-5654	494-5653
Donna Burks	1281	Global Learning Acad.	100 North "P" Street Pensacola, FL 32505	Angela Anglin	430-7577	
Donna Burks	0021	Hellen Caro Elementary	12551 Meadson Road Pensacola, FL 32506	Socorro Deluna -GiGi	492-5323	492-3592
Susan Lashley	0602	Holm Elementary	6101 Lanier Drive Pensacola, FL 32504	Tonja Holland	494-5614	494-7290
Debbie Williamson	0031	Jim Allen Elementary	1051 Highway 95A North Cantonment, FL 32533	Kathleen Hebert Lezie McLaughlin (Asst. Mgr.)	937-2271	937-2269
Susan Lashley	1311	Kingsfield Elementary	900 West Kingsfield Rd., Cantonment, FL		937-5213	937-2205
Susan Lashley	0771	Lincoln Park Elementary	7600 Kershaw Street Pensacola, FL 32534	Joyce Vulcano	494-5622	494-7481
Debbie Williamson	1201	Lipscomb Elementary	10200 Ashton Brosnahan Pensacola, FL 32534	Sharon Davis	494-5723	494-5722
Donna Burks	0863	Longleaf Elementary	2600 Longleaf Drive Pensacola, FL 32526	Sherry Flynn	941-6121	941-6112
Debbie Williamson	0921	McArthur Elementary	330 East Ten Mile Road Pensacola, FL 32534	Gayle MacVaugh	494-5627	494-5707
Debbie Williamson	1261	Molino Park Elementary	899 Highway 97 Molino, FL 32577	Kathleen Hebert	587-5039	587-2340
Susan Lashley	0361	Montclair Elementary	820 Massachusetts Street Pensacola, FL 32505	Angela McGee	595-6970	595-6968
Donna Burks	0371	Myrtle Grove Elem.	6115 Lillian Highway Pensacola, FL 32506	Rosemary Whalen	453-7413	453-7740

AREA MANAGER	COST CENTER	SCHOOL	SCHOOL ADDRESS	MANAGER	TELEPHONE	FAX
Donna Burks	0381	Navy Point Elementary	1321 Patton Drive Pensacola, FL 32507	Sheila Chambers	453-7417	453-7419
Donna Burks	1231	Northview High	4100 West Highway 4 Bratt, FL 32535	Regina Hall	327-4503	327-6106
Donna Burks	0391	Oakcrest Elementary	1820 N. Hollywood Blvd Pensacola, FL 32505	Crystal Prior	595-6985	595-6988
Debbie Williamson	0411	Pensacola High	500 West Maxwell Street Pensacola, FL 32501	Carolyn Sparks	595-1523	595-1519
Susan Lashley	0862	Pine Forest High	2500 Longleaf Drive Pensacola, FL 32526	Virginia Mattox	941-6160	941-6163
Susan Lashley	0441	Pine Meadow Elem.	10001 Omar Avenue Pensacola, FL 32534	Joyce Vulcano	494-5632	494-7318
Donna Burks	0451	Pleasant Grove Elem.	3000 Owen Bell Lane Pensacola, FL 32507	Linda Pierce	492-4319	492-6991
Susan Lashley	0221	Ransom Middle	1000 W. Kingsfield Road Pensacola, FL 32533	John Guy	937-2237	937-2232
Susan Lashley	0461	Scenic Heights Elem.	3801 Cherry Laurel Drive Pensacola, FL 32504	Ivy Salada	494-5637	494-5624
Susan Lashley	0471	Semmes Elementary	1250 East Texar Drive Pensacola, FL 32503	Dianna Weekley	595-6974	595-6977
Susan Lashley	0491	Sherwood Elementary	501 Cherokee Trail Pensacola, FL 32506	Debbie Parkerson	453-7422	453-7466
Debbie Williamson	0501	Suter Elementary	501 Pickens Avenue Pensacola, FL 32503	Norma Ramsey	595-6812	595-6819
Susan Lashley	0521	Tate High	1771 Tate Road Cantonment, FL 32533	Jon Blim	937-2323	937-2328
Debbie Williamson	0551	Warrington Elementary	220 North Navy Blvd Pensacola, FL 32507	Chandra Gorham	453-7427	453-7519
Debbie Williamson	0561	Warrington Middle	450 S. Old Corry Field Rd Pensacola, FL 32507	Tina Varvouris	453-7445	453-7572
Debbie Williamson	0951	Washington High	6000 College Parkway Pensacola, FL 32504	Chauncey Rease	494-5679	494-7297
Donna Burks	0572	Weis Elementary	2701 North "Q" Street Pensacola, FL 32505	Lolita Odom	595-6887	595-6893
Donna Burks	1251	West Florida High	2400 Longleaf Drive Pensacola, FL 32526	Nicole Reed	941-6200 x2174	941-6200 x2136
Debbie Williamson	0581	West Pensacola Elem.	801 North 49th Avenue Pensacola, FL 32506	"Ann" Barge	453-7473	453-7470
Michelle Vaugh	0601	Workman Middle	6299 Lanier Drive Pensacola, FL 32504	Sharon Horne	494-5669	494-5697