



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

## INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

**January 23, 2023**

PURCHASING CONTACT & TELEPHONE:

**Shelby Stidham**  
[sstidham@ecsdfl.us](mailto:sstidham@ecsdfl.us)

BID TITLE:

**Ala Carte Snack Items and Beverages for Direct Delivery to Schools**

BID NUMBER:

**231102**

BID OPENING DATE & TIME: **Monday, February 13, 2023, 1:30 PM CST**

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

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. **If mailing, bids must be sealed and received in the School District's Purchasing Office at 75 North 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 Services or other delivery services used by the Bidder. **If submitting electronically, Bidders shall submit their response on BidNetDirect.com.** Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: ) FACSIMILE NUMBER:

EMAIL:

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

I CERTIFY THAT THIS 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.

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). The initial term shall begin, upon School Board approval, on May 1, 2023 through April 30, 2024 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall be in effect for the period of May 1, 2024 through April 30, 2025. 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 Monday, February 6, 2023, 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 #231102.**" 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. – Samples and Brand Name on page 5.

**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 **Friday, January, 27 2023, 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, January 31, 2023.** The direct link to the Bid/RFP Activity Section of the District website is listed below:

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

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

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this 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 "Bidder, Vendor, Contractor, or Respondent" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only; details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida 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- 60 (entire document) or any of the items listed below may result in your bid not being accepted.**
1. **The entire bid document (pages 1 - 60) must be returned with the bid.** Signature on the first page must be an **original, manual** signature – no faxed or emailed 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 copy 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. **REFERENCES RELEASE:** If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. If doing business with ECSD, the School District cannot be used as one of your references. Refer to Attachment C - Form Number P-002.
  7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your 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 CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be initialed and returned with your bid. Failure to return this form may result in your bid not being accepted.
  11. **SCHOOL CAFETERIA LIST:** This document (Attachment H) provides the school names and contacts for school cafeterias.
  12. **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, and display racks if applicable.
  13. 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).**
  14. **USDA CIVIL RIGHTS STATEMENT:** By submitting a proposal, Vendor agrees to comply with this form (Attachment I). It must be returned with your proposal. Failure to return this form may result in your proposal not being accepted.

- A. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: [http://escambiaschools.net/fingerprinting\\_all](http://escambiaschools.net/fingerprinting_all). Vendor will provide school(s) a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- B. **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.
- C. **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this bid.
- D. **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.**
- E. **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.
- F. **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.
- G. **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.
- H. **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.

- I. **BUY AMERICAN ACT PROVISION:** As a participating sponsor of 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, or the cost is significantly higher than non domestic product, 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.
- J. **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.
- K. **IRRADIATION PROCESS:** Do not bid any food items preserved by the use of an irradiation process.
- L. **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.
- M. **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.
- N. **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.
- O. **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 May 1, 2023 to April 30, 2024 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 May 1, 2024 through April 30, 2025. 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.
- P. **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.
- Q. **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)).
14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].

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

- R. **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.
- S. **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.
- T. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- U. **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 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 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 COST CENTER NUMBER:** Each Invoice shall list the School Cafeteria Cost Center Number on it. A list of these cost center numbers is included in this document on Attachment H – School Cafeteria Contact List.
  - 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) copy 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 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.

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

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

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 1    | 50  | cs   | <p>ANIMAL CRACKER (0520190):<br/>           Animal shaped cracker, 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 Approved Alternate:</u><br/>           Keebler:<br/>               Animal Crackers #30100-20150<br/>           Bake Crafters:<br/>               Snackables Animal Crackers #526<br/>               WG Jungle Cracker #39085</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 2    | 100 | cs   | <p>BAKED SNACK CRACKER, SQUARE SHAPED (0520180):<br/>           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. One 0.75 oz. serving must meet (1) grain per Child Nutrition Program. Packed 175/0.75 oz. per case.</p> <p>Please list all available flavors:<br/>           1. _____ <input type="checkbox"/><br/>           2. _____ <input type="checkbox"/><br/>           3. _____ <input type="checkbox"/><br/>           4. _____ <input type="checkbox"/></p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Cheez It:<br/>           Cheddar #79263<br/>           Atomic Cheddar #10238</p> <p>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:<br/>           High Fructose Corn Syrup [ ] Yes [ ] No<br/>           Trans Fat _____ grams<br/>           _____<br/>           Brand/Packed By _____<br/>           Product/Brand # _____<br/>           State Pack Size _____<br/>           Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 3    | 700 | cs   | <p>CEREAL SNACK MIX, ASSORTED (0504090):<br/> 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 Approved Alternate:</u><br/> General Mills:<br/> Simply Chex Hot 'n Spicy #31934-6<br/> Cheddar #31932-2<br/> Strawberry Yogurt # 31937-7<br/> Xtreme Habanero Lime #46153-3</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ] Yes [ ] No</p> <p>Trans Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY     | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|---------|------|--|----------------|------------|-----------------|
| 4    | 200,000 | ea   | <p>CHIPS ASSORTED (0520500):<br/> 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> <p>1. ALL-SIDE ACCESS FLOOR DISPLAYS a. 2-sided Front End Merchandiser b. 3-tier Gravity Feed c. 3-Strand Clip Tree</p> <p>2. COUNTERTOP DISPLAYS a. 3-Shelf Wire Countertop</p> <p>Please include materials describing your display units. 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 company product data sheet or other specification data must accompany your bid.</p> <p>Bags must not be pre-priced.</p> <p>Please list all available flavors:</p> <p>1. _____ <input type="checkbox"/></p> <p>2. _____ <input type="checkbox"/></p> <p>3. _____ <input type="checkbox"/></p> <p>4. _____ <input type="checkbox"/></p> <p>Attach list if more flavors are available</p> <p style="text-align: center;">**Continued on next page**</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
|      |     |      | <p>Approved Brand(s) or Approved Alternate:<br/> Frito Lay Brand<br/> B&amp;G's:<br/> Pirate Booty - #81662407</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ] Yes [ ] No</p> <p>Trans Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 5    | 600 | cs   | <p>COOKIE, SOFT BAKED (05071XX):<br/>           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><u>Approved Brand(s) or Accepted Alternate:</u><br/>           Cookie Tree:<br/>           #3237WGR<br/>           #3251WGR<br/>           #3233WGR<br/>           #3239WGR<br/>           Buena Vista:<br/>           #79015<br/>           #79215<br/>           #79815<br/>           #79615<br/>           Classic Cookie:<br/>           #1WP120-8406<br/>           #1WP120-8404<br/>           #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 _____ grams</p> <p>Estimate based on 120 per case.</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 6    | 50  | cs   | <p>CRACKERS SALTINE 2 CT IW WG (0512030):<br/> 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 serving per Child Nutrition Program. Packed 500 packs/case.</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/> Premium: Whole Grain #19320001925</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 7    | 25  | cs   | <p>CROUTONS, COUNTRY CUT CHEESE GARLIC, 0.5 OZ IW WG (0520150):<br/>           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 serving per Child Nutrition Program. Packed 250/case.</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Fresh Gourmet: Cheese Garlic #74627</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY   | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-------|------|--|----------------|------------|-----------------|
| 8    | 2,200 | cs   | <p>CORN CHIPS RF BULK (0502310):<br/>           Corn 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 4-8/16 oz. bulk bags.</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Frito Lay #12248</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 9    | 270 | cs   | <p>FRUIT SNACK, ASSORTED (0520204 &amp; 0520205):<br/>           Fruit snacks, individually packaged. Fruit must be the first ingredient. Snacks must also be a good source of fiber, vitamin C and vitamins A &amp; 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>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Welch's:<br/>               Berries N' Cherries #14492<br/>               Mixed Fruit # 14498<br/>               Island Fruit # 14491</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 10   | 500 | cs   | <p>FRUIT STRIPS, 100% FRUIT (0530860, 0530861, &amp; 0530862)<br/>           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>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Global Foods/Fruit-to-Go:<br/>           Strawberry #3013<br/>           Strawberry Watermelon #3016<br/>           Raspberry #3015<br/>           Wildberry #3014<br/>           General Mills/Fruit Roll-ups:<br/>           Blastin' Berry #11566<br/>           Crazy Colors #11561<br/>           Strawberry #29162</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY   | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-------|------|--|----------------|------------|-----------------|
| 11   | 1,000 | 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>Please list all available flavors:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u></p> <p>Pepperidge Farms:<br/> Cheddar #18105<br/> Pretzel #14396<br/> Hot 'n Spicy #17330<br/> Kickin Ranch #17331</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 12   | 500 | cs   | <p>COOKIES, BITE SIZE, INDIVIDUALLY PACKAGED (0520185):<br/>           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 in addition to 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>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Grandma's:<br/>               Mini Chocolate Chip #66154<br/>           Bake Crafters:<br/>               Snackables Chocolate Chip Cookies WG #527</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 13   | 100 | cs   | <p>BEEF JERKY, STICKS (0520208, 0520210, &amp; 0520211):<br/>           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>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Highland Beef:<br/>               Honey Peppered Beef #OW127<br/>               BBQ Flavored Beef #OW137<br/>               Honey Peppered Turkey #OW128<br/>               BBQ Flavored Pork #WS136</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 _____ grams</p> <p>Estimate based on 108 sticks.</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 14   | 500 | cs   | <p>BEEF JERKY, PIECES (0520208, 0520210, 0520211):<br/>           Beef jerky pieces, individually packed, with a variety of flavor options preferred. Product should not exceed 200 mg. of sodium per bag . Packed 48/0.85 oz. packages per case.</p> <p>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Jack Link's:<br/>           Original Beef #7721<br/>           Teriyaki Beef #7717<br/>           Peppered Beef #7719</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY    | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|--------|------|---|----------------|------------|-----------------|
| 15   | 60,000 | ea   | <p>100% JUICE, SHELF STABLE 6OZ (0570590):<br/>           Juice, 100%, no added sweeteners. A minimum of three (3) flavors are 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>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Juice Bowl:<br/>             Apple #90110<br/>             Fruit punch #90115<br/>             Grape #90120<br/>             Orange Tangerine #90130<br/>             Strawberry kiwi #90121<br/>           Tropicana</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY     | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|---------|------|--|----------------|------------|-----------------|
| 16   | 130,000 | ea   | <p>100% JUICE, SHELF STABLE, 10 OZ (0570590):<br/>           Juice, 100%. A minimum of three (3) flavors are 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. Must not exceed 150 calories per 10 oz. Provide complete nutritional and product specifications with your bid.</p> <p>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Tropicana<br/>           Minute Maid<br/>           Juice Bowl:<br/>             Apple #90060<br/>             Strawberry kiwi #90179<br/>             Orange #90057<br/>           Harvest Hill:<br/>             Juicy Juice Orange Tangerine #64<br/>             Juicy JuiceBerry #61<br/>             Juicy Juice Grape #62<br/>             Juicy Juice Fruit Punch #65<br/>             Juicy Juice Kiwi Strawberry #63<br/>             Juicy Juice Strawberry Watermelon #22<br/>             Juicy Juice Apple #60</p> |                |            |                 |

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| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
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|      |     |      | <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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY    | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|--------|------|---|----------------|------------|-----------------|
| 17   | 27,000 | cs   | <p>100% JUICE, SHELF STABLE, 4 OZ (0530900-0530905):<br/> 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 Approved Alternate:</u></p> <p>Juicy Juice:<br/> Apple #14523<br/> Berry #88579<br/> Orange Tangerine #52179<br/> Grape #88977<br/> Fruit Punch #25216</p> <p>Apple &amp; Eve:<br/> Strawberry Kiwi #86008<br/> Mixed Berry #86007<br/> Orange Tangerine #86003<br/> Fruit Punch #86001<br/> Apple #86000</p> <p>Ardmore Farms/Country Pure:<br/> Tropical Fruit Punch #62008<br/> Orange Tangerine #62007<br/> Strawberry Banana #62006<br/> Grape #62002<br/> Apple #62001<br/> 100% Orange Juice #62000</p> <p>Juice Bowl:<br/> Strawberry Kiwi #90034<br/> Orange Tangerine #90037<br/> Orange #90038<br/> Grape #90042<br/> Fruit Punch #90039<br/> Apple #90040</p> <p>Harvest Hill:<br/> Juicy Juice Orange Tangerine Tangerine #58<br/> Juicy Juice Apple #55<br/> Juicy Juice Berry #56<br/> Juicy Juice Grape #57<br/> Juicy Juice Orange Medley #66<br/> Juicy Juice Fruit Punch #59</p> <p>Ocean Spray:<br/> Growing Good Pineapple Cherry Orange #21956<br/> Growing Good Raspberry Watermelon #21422<br/> Growing Good Strawberry Lemonade #20859</p> |                |            |                 |

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| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
|      |     |      | <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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY       | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----------|------|---|----------------|------------|-----------------|
| 18   | 1,225,000 | ea   | <p>JUICE, VARIETY FLAVORS, REFRIGERATED (0530900):<br/> Juice, 100%, no added sweeteners. A minimum of three (3) flavors are 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>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____<br/> Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/> M&amp;B-<br/> Orange #2070<br/> Apple #2840<br/> Pineapple #2240<br/> Orange/Pineapple #2440<br/> Grape #2642<br/> Fruit Blend #2342<br/> SunCup Orange #030100<br/> Apple #030301<br/> Grape #030501<br/> Cranberry #030601<br/> Fruit Punch #030800<br/> Orange/Pineapple #031200<br/> Apple/Cherry #032000</p> |                |            |                 |

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| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
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|      |     |      | <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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 19   | 600 | cs   | <p>POPCORN, ASSORTED (0520203):<br/>           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>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY    | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|--------|------|---|----------------|------------|-----------------|
| 20   | 12,000 | ea   | <p>SPORTS DRINK, ISOTONIC, ZERO CALORIE, 20 OZ (0570540):<br/> Sports drink, zero calorie, 20 oz. The first ingredient of the sports drink should be water.<br/> 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 are required.</p> <p>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/> Powerade Zero:<br/> Fruit Punch #137799<br/> Mixed Berry # 130470</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 _____ grams<br/> _____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 21   | 25  | cs   | <p>PUDDING CUP, FROZEN (0513080):<br/>           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.</p> <p>Please list all available flavors:<br/>           1. _____<br/>           2. _____<br/>           3. _____<br/>           4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>           Rich's/Zerts:<br/>           Cake Batter #11619<br/>           Brownie Batter #11620</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 22   | 25  | cs   | <p>MARSHMALLOW SQUARE, MINI, CRISPY (8520195)</p> <p>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>Please list all available flavors:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/>Kellogg's: #38000-14540</p> <p><b>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</b></p> <p>High Fructose Corn Syrup [ ] Yes [ ] No</p> <p>Trans Fat _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|---|----------------|------------|-----------------|
| 23   | 800 | cs   | <p>MARSHMALLOW SQUARE, CRISPY (0520230):<br/> 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 Approved Alternate:</u><br/> High Fructose Corn Syrup [ ] Yes [ ] No<br/> Kellogg's #38000-11052</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY    | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|--------|------|--|----------------|------------|-----------------|
| 24   | 50,000 | cs   | <p>FRUIT CUP, FROZEN SMOOTHIE (0540000):<br/> 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>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Accepted Alternate:</u><br/> Whole Fruit:<br/> Mango Strawberry #<br/> Pomegranate #23060030<br/> Lindy's Homemade, LLC:<br/> Froot Jooce, Mango #MAN0090<br/> Froot Jooce Strawberry #STR0298<br/> Froot Jooce Black Cherry #BCH0106<br/> Froot Jooce Fruit Punch #FRP0175<br/> Hershey Ice Cream:<br/> Juice Rush Strawberry Mango #24682-31702<br/> Juice Rush Cherry Blue Raspberry<br/> # 24682-31700</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY  | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|------|------|--|----------------|------------|-----------------|
| 25   | 2000 | ea   | <p>WATER, FLAVORED, CARBONATED (0580030 - 0580034):<br/> 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>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Accepted Alternate:</u><br/> Sparkling Ice:<br/> Classic Lemonade #80056<br/> Orange Mango #80016<br/> Cherry Limeade #80066<br/> Kiwi Strawberry #80018<br/> Black Raspberry #80014</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 26   | 300 | cs   | <p>TEA, SHELF-STABLE, VARIETY FLAVORS (0530800):<br/> 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 12oz. Packed 24/12 oz. plastic bottles per case.</p> <p><u>Approved brand(s) or accepted alternate:</u><br/> Cutting Edge Beverages/Juice Bowl:<br/> Lemon #00024<br/> Peach Mango #00025</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 27   | 50  | cs   | <p>CHIPS, TORTILLA, 2 OZ (0520512):<br/> 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>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Accepted Alternate:</u><br/> Snak King/EI Sabroso: #260529<br/> Shearer's:<br/> Yellow Rounds Tortilla Chips #210220312</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY  | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|------|------|--|----------------|------------|-----------------|
| 28   | 3500 | cs   | <p>TORTILLA CHIP, WG, BULK (0502310):<br/> 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>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Accepted Alternate:</u><br/> Frito Lay:<br/> Tostito Rounds Bulk #18793<br/> Shearer's:<br/> Bulk White Tortilla Chips #210230312</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 _____ grams</p> <p>Estimate based on 12 lbs per case.</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY   | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-------|------|---|----------------|------------|-----------------|
| 29   | 6,000 | ea   | <p>WATER, VITAMIN ENRICHED (0580020):<br/> 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 ten (10) calories per 20 oz. bottle. (20 oz. fl. bottle desired.)</p> <p>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/> Vitamin Water Zero:<br/> Rise #136108<br/> Squeezed #136107<br/> Power-C #145188<br/> Revive #145206</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY  | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|------|------|--|----------------|------------|-----------------|
| 30   | 1000 | ea   | <p>WATER, UNFLAVORED 12 OZ (0570550):<br/> Water, unflavored, 12 oz. plastic bottles, single serve.</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/> Dasani #135910<br/> Aquafina</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY    | UNIT | DESCRIPTION   | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|--------|------|---|----------------|------------|-----------------|
| 31   | 60,000 | ea   | <p>WATER, UNFLVAORED 20 OZ (0580020):<br/> Water, unflavored, 16-20 oz. plastic bottles, single serve.</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/> Aquafina<br/> Dasani #116366<br/> Deer Park:<br/> Spring Water #7721</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</p> <p>Comments:</p> |                |            |                 |

| ITEM | QTY | UNIT | DESCRIPTION  | PORTION PRICE: | UNIT PRICE | EXTENDED PRICE: |
|------|-----|------|--|----------------|------------|-----------------|
| 32   | 500 | ea   | <p>WATER, FLAVORED, 20 OZ (0570580):<br/> 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>Please list all available flavors:<br/> 1. _____<br/> 2. _____<br/> 3. _____<br/> 4. _____</p> <p>Attach list if more flavors are available</p> <p><u>Approved Brand(s) or Approved Alternate:</u><br/> Dasani:<br/> Lemon #121023<br/> Strawberry #121964<br/> Aquafina</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 _____ grams</p> <p>_____</p> <p>Brand/Packed By _____</p> <p>Product/Brand # _____</p> <p>State Pack Size _____</p> <p>Packages Per Case _____</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 soconvicted.
- 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 include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely 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 knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

\_\_\_\_\_ (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: |             |



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 (ATTACHMENT F)**

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

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor’s records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board’s request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

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

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

Approved:

Initials of Each Signatory:



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

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

Florida Statutes  
287.135

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

|   |
|---|
| Company Name: _____<br>Vendor FEIN: _____<br>Vendor's Authorized Representative Name and Title: _____<br>Address: _____ |
| City: _____ State: _____ Zip: _____<br>Phone Number: _____<br>Email Address: _____                                      |

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

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

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

**2023-2024**  
**Escambia County School Cafeteria Contact List**

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

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

2023-2024

## Escambia County School Cafeteria Contact List

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

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

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

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