

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

# **INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT**

POSTING DATE:

Monday, January 29, 2024

**PROCUREMENT DEPARTMENT CONTACT & TELEPHONE:** Kanisha Simmons (850) 469-6210 ksimmons3@ecsdfl.us

**BID NUMBER:** 

241202

**BID TITLE:** 

**Breakfast and Lunch Entrees** 

#### Monday, February 26, 2024, 1:30 PM CST **BID OPENING DATE & TIME**

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

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School District's Procurement Department at 75 N. Pace Blvd., Pensacola, Florida 32505, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title". "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. If submitting electronically, Bidders shall submit their responses 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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: ) FMAII · HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE\_\_\_\_\_ BIDNET\_\_\_\_ DEMAND STAR\_\_\_\_ PRIME VENDOR\_ OTHER\_\_\_\_ (PLEASE SPECIFY\_ \_\_) MINORITY/DISABLED SERVICE VETERAN SUPPLIER\_ I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND

CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:	TYPED OR PRINTED NAME:
TITLE:	DATE:
9500-PUR-029 (rev Jan 2004)	

### I. INTRODUCTION

The purpose of this solicitation is to enter into a purchase agreement for breakfast and lunch entrees for school cafeterias throughout the Escambia County School District (ECSD) for the period beginning May 1, 2024 through April 30, 2025 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, 2025 through April 28, 2026. This solicitation is for the National School Lunch Program (NSLP) and Summer Food Service Program (SFSP). All terms and conditions of the agreement shall remain in effect for the entire term(s) of this agreement. The District does not pay fuel adjustment charges. Food deliveries will be shipped to the ECSD Central Warehouse, 51 E Texar Drive, Pensacola, FL 32503. The quantities and delivery dates listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated dates and quantities. However, the District reserves the right to adjust shipment dates, reduce the number of shipments, and/or purchase additional quantities at the contract price at any time during the contract period.

CALENDAR	OF EVENTS
ITB Posting Date	Monday, January 29, 2024
Deadline for Questions (See Page 2, Section I.)	Monday, February 5, 2024
Answers to Questions Posted and Addendum Issued If Needed (See Page 2, Section I)	Wednesday, February 7, 2024
ITB Opening (See Page 1)	Monday, February 26, 2024
ITB Evaluation	Wednesday, March 13, 2024 (Subject to Change)
School Board Approval	Tuesday, April 16, 2024
Agreement Start Date	Wednesday, May 1, 2024

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this bid, you must send a sample for review by Friday, March 16, 2024, 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 may result in your bid being determined "non- responsive" for that item. Unmarked boxes or bags containing loose samples are not accepted. Samples should be clearly labeled "SAMPLE FOR BID NUMBER #240502." If planning to send samples, the sample form and instructions will be posted on the Purchasing website at http://escambiaschools.org/Page/1048. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section T- Samples and Brand Names on page 5.

**QUESTIONS:** Due to time constraints, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Monday, February 5, 2024, 12:00 PM, Central Standard Time**. Any changes in the specifications contained in this bid will be made by Addenda. Any Addenda issued concerning this bid will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A BID,** it shall be the sole responsibility of each bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this solicitation will be posted by close of business **Wednesday**,

**February 7, 2024.** The direct link to the Bid Activity Section of the District website is listed below: <u>http://escambiaschools.org/Page/1048</u>

All inquiries should be sent to:

Kanisha Simmons, Procurement Specialist Procurement Department Escambia County School District 75 N. Pace Blvd. Pensacola, FL 32505 Email: ksimmons3@ecsdfl.us

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

#### II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Contractor, Bidder, Vendor, 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 Districts sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the 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 Escambia County School District Central Warehouse. The package or envelope will reference the Bid Number, Bid Title, and Bid Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bid Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore, oral statements given before the Bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <a href="http://escambiaschools.org/Page/1048">http://escambiaschools.org/Page/1048</a> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.

- W. BID TABULATIONS, RECOMMENDATIONS, AND PROTEST: Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <u>http://escambiaschools.org/Page/1048</u>. 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. **MODIFICATIONS:** Changes to specifications, terms, and conditions must be in writing and by mutual consent of both parties and School Board approval, if needed.
- **III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
  - A. EX PARTE COMMUNICATIONS: Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer. Ex parte communication (whether verbal or written) by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Bidders.

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

- B. DOCUMENTATION AND REQUIRED ENCLOSURES: All documents listed below must be returned in their entirety. Failure to return all pages of this solicitation or any of the items listed below may result in your proposal not being accepted.
  - The entire bid document shall be returned (pages 1 116). The signature on the first page
    must be an <u>original</u> signature no fax or email documents will be accepted. In the event that the
    Bidder makes an error on entering any information and enters a correction, the change(s) must be
    initialed. Any bid submitted with strike over or white out corrections that are not initialed will be
    rejected as non-responsive.
  - <u>Return your original bid and one (1) copy.</u> The copy should be a photocopy of your original bid and there should be no differences in the bid document or attached enclosures. Any difference or failure to include bid attachments in both sets may cause your bid to be rejected. Please mark copy "COPY." Bid documents may be printed double-sided with left margin, book-style binding.
  - 3. Product specification sheets or certifications must be attached if requested for an item in the

Specifications and Pricing Section <u>and/or</u> if offering alternate items. If documents were sent with sample products, they should also be attached with your bid document.

- 4. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to Attachment A.
- 5. DEPARTMENT OF AGRICULTURE, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: This form (Attachment B) must be signed and returned with your bid. <u>Failure to return this form will result in your Bid not being</u> <u>accepted.</u>
- 6. **REFERENCE RELEASE FORM (NO. P-002):** If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to Attachment C.
- 7. USDACERTIFICATE 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. <u>Failure to return this form will result in your Bid not being accepted</u>.
- 9. Copy of Bidder's current business license.
- 10. **RESPONDER'S RECALL POLICY:** A one-page summary of each Bidder's recall policy and procedures with vendor contact information.
- 11. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your bid.
- 12. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LIST:** This form (Attachment G) must be initialed and returned with your bid.
- 13. **VENDOR CERTIFICATE REGARDING E-VERIFY:** This form (Attachment H) must be signed and returned with your bid.
- 14. **USDA CIVIL RIGHTS STATEMENT:** By submitting a Bid, Vendor agrees to comply this form (Attachment I). It must be returned with your Bid response. Failure to return this form may result in your Bid not being accepted.
- 15. **PURCHASES/BUY AMERICAN:** By submitting a Bid, Vendor agrees to comply with this form (Attachment J). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
- 16. **CERTIFICATION REGARDING LOBBYING:** By submitting a Bid, Vendor agrees to comply with this form (Attachment K). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.
- 17. **DISCLOSURE OF LOBBYING ACTIVITIES:** By submitting a Bid, Vendor agrees that they have read this form (Attachment L). If it is not applicable, the vendor must indicate by marking N/A on the form and return it with your Bid. Failure to return this form may result in your Bid not being accepted.
- 18. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I:** By submitting a Bid, Vendor agrees to comply with this form (Attachment M). It must be returned with your Bid. Failure to return this form may result in your Bid not being accepted.

- C. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services while students are present 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: https://www.escambiaschools.org/Page/830. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update the list in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes. \*\*For Direct Shipments To The Central Warehouse, Background Screening Requirements Do Not Apply.\*\*
- D. DISCONTINUED/SUBSTITUTE ITEMS: In the event the producer/supplier replaces the specified products with a new product, the awarded Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the bid price, and/or any cost reduction available for the specified product(s). The Bidder shall obtain written authorization from the District for product replacement and/or cost reduction on any specified product(s).product(s).
- E. **BID QUANTITIES**: **Quantities and delivery dates indicated in this bid are estimates based on prior usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or delete any item or items as it deems appropriate without affecting the bid pricing or the terms and conditions of the bid.
- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning May 1, 2024, through April 30, 2025, upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall begin on May 1, 2025, through April 28, 2026, contingent upon mutual consent of both parties and School Board approval.
- G. **EVALUATION CRITERIA:** Bids shall be evaluated by a committee to determine which Bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award will be made using either or both of the following criteria:

<u>Line Item by Low Price</u>: Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list or where an alternate product is bid, was tested and approved by the District upon receipt of sample as detailed in this solicitation. The District reserves the right to reject any bid with a minimum shipment requirement; therefore, low bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District. Products approved prior to posting of this bid are listed in the Specifications and Pricing Section (Section VII) for each item.

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

H. ALTERNATE BID: The District shall have sole discretion in accepting or rejecting any alternate product offered.

- 1. ALTERNATE PRODUCTS: The District pre-approves products in student taste tests prior to bid evaluation (see paragraph U). Offering any product not listed as approved in this document is an alternate bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/ or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Purchasing Agent list on Page one (1) of this document.
- J. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- K. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this bid, by signing this bid, the signatory attests to the applicable certification provisions listed below:
  - 1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
  - 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
  - 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  - 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  - 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
  - 6. Contract Work Hours and Safety Standards Act (29 C.F.R. 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). 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.
  - 10. Rights to Inventions Made Under a Contract or Agreement (2 CFR 200.325 Appendix II (F)].
  - 11. Procurement of Recovered Materials [2 CFR 200.322], EPA (40 CFR Part 247).
  - 12. Breach of Contract [2 CFR Appendix II to Part 200 (b)].
  - 13. 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: <u>https://osd.dms.myflorida.com</u>

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

- b. Manufacturing firm or process has changed since product was last tested by the District.
- c. More than five (5) years has elapsed since product was last tested.
- d. The Food Services Department wishes to test for any reason.

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

- A. **ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering on different kinds and sizes of containers and/or number of units in a shipping case.
  - 1. Any alternate packaging offered must be substantially equivalent and listed as an alternate bid.
  - 2. Changes in packaging and packing offered by the bidder must be clearly indicated in their bid and will be given consideration to the extent deemed consistent with the best interests of the schools.
- B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.
- C. LOT IDENTIFICATION: All lots shall bear the correct commercial label that conforms to the brand being bid.
- D. **BRAND/TRADE NAME:** Vendor shall indicate in their bid the brand or trade name by which the product offered is identified.
- E. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in his bid, unless otherwise specifically approved and authorized.
- F. SHIPPING CONTAINERS OVER 25 UP TO 50 POUNDS: The marking of shipping containers packed to more than twenty-five (25) pounds and shall not exceed maximum net weight of fifty (50) pounds as follows:
  - All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.
  - 2. The markings shall be located in the following sequence on one end of the container:
    - a. <u>Upper left hand area.</u> The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.
    - b. Lower<u>left hand area.</u> The applicable grade or selection (U.S. Prime, U.S. Choice, etc.), and Purchase Order (P.O.) Number.
    - c. <u>Lower right hand area.</u> The net weight of product (the numerical entry may be applied with a felttip pen, crayon, or pencil).

### V. ORDER PLACEMENT AND DELIVERY PROCEDURES

- A. ORDERING PROCEDURES: No direct ordering of items by individual cafeterias is permitted. <u>All orders</u> for the items in this bid will be issued to the vendor from the Purchasing Office of the School District of <u>Escambia County</u>. This also applies to any additions, deletions, or other alterations to existing orders.
- B. SHIPPING/RECEIVING REQUIREMENTS:
  - 1. ALL MERCHANDISE OF FIFTY (50) CASE LOTS OR MORE WILL COME <u>PALLETIZED</u> ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 68" FROM <u>BOTTOM OF PALLET</u> TO TOP OF STACK.

Products requiring stacking over 68" high for shipping purposes must have an additional slip sheet

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

2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least twenty-four (24) hours in advance by contacting District Warehouse personnel at (850) 469-5321 / (850) 469-5623 or by email to: <u>whse-receiving@ecsdfl.us.</u>

Delivery times are as follows:

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

Delivery must be made directly to the School District's Warehouse located at 51 East Texar Drive, Pensacola, Florida 32503 as designated on the purchase orders.

3. The Best Buy Dates must be clearly marked on the side of the boxes or pallets.

#### NOTE: IF THE ABOVE DELIVERY REQUIREMENTS ARE <u>NOT</u> FOLLOWED AT DELIVERY, SHIPMENTS CAN BE <u>REFUSED</u> AND THE DISTRICT WILL <u>NOT</u> BE LIABLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO SHIPPING OR RESTOCKING FEES.

- C. **DESTINATION INSPECTION:** Final acceptance of all products will be by the consignee at the point of delivery. Consignee shall reject:
  - 1. Products that are not identified with the appropriate "USDA Accepted as Specified" stamp.
  - 2. Products that are appropriately identified with that stamp but which have other obvious, major deviations from specification requirements. Products certified by the USDA but which, in the opinion of the consignee, have deviations from the specification requirements which do not materially affect the usability of the product, may be tentatively accepted subject to verification of such deviations by local USDA meat grading personnel. All deviations from the specifications noted at the point of delivery must be reported promptly to local USDA meat grading personnel who are instructed to investigate all such reports without a delay.
- D. CONDITION OF PRODUCT AT TIME OF DELIVERY: Contractors shall assure that refrigerated trucks are used to protect products during transport and that these trucks comply with all ServSafe/Haccp (Hazard Analysis Critical Control Points) regulations. At destinations, all products shall be in compliance with applicable specifications and will be reexamined by the consignee for cleanliness and soundness.
- E. DELIVERY EQUIPMENT (FROZEN FOOD): The successful vendor and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. <u>This shall be evident upon its arrival at the</u> <u>District Warehouse. All frozen food items must arrive in a hard frozen state.</u>

#### F. PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMP-

**TION:** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the District Warehouse manager, the Food Services Staff, the local Health Department, of USDA Health Inspector, been for any reason rendered unfit for human consumption shall be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of said shipper. Any frozen product that has thawed and/or shows signs of thawing and re-freezing would fall in the above category.

#### VI. INVOICES, STATEMENTS AND PAYMENT

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

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

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

Awarded Bidders may contact Accounts Payable at (850) 469-6188 or 469-6192 for written approval to use a different method of invoice submission.

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

#### **VII. SPECIFICATIONS AND PRICING**

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

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
1	2200	CS	CEREAL BAR, FROZEN, 2-GRAIN			
			(0505990):			
			Cereal bar, made with oatmeal and whole grain rich,			
			frozen. Shelf life requirement is for at least 30 days			
			once refrigerated. One 2.5 oz. bar must be no			
			greater than 300 calories. Product must not exceed			
			200 mg. of sodium per serving. One (1) bar must			
			provide two (2) grains per serving as specified by the			
			Child Nutrition Program. Product must have a			
			minimum shelf life of 3 months upon arrival to the			
			warehouse. Packed 140 -160/2.5 oz. count			
			individually wrapped cereal bars per case.			
			Approved Brand(s) or Approved Alternate: Darlington			
			Farms Appleways:			
			Oatmeal Chocolate Chip #75300			
			Apple Oatmeal #75100			
			Strawberry Oatmeal #75400			
			The Father's Table:			
			Lemon White Chocolate Chip Dunker			
			#01186			
			Cherry Apple Crunch #01197			
			Triple Berry Crunch #01194			
			Readi-Bake BeneFIT:			
			French Toast #40404			
			Oatmeal Raisin #40400			
			Apple Blueberry Chip #40405			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			g			
			Estimate based on 140 per case.			
			Brand/Packed By			
			Draduat/Brand #			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

2       1100       cs.       OATMEAL ROUND, FROZEN (0517000): A whole grain-rich, frozen, soft oatmeal rounds in individually wrapped, ovenable packages. Oatmeal round should provide 32 grams of whole grain per serving. One (1) bar must provide two (2) grains per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Options for Thaw & Serve or Heat & Serve preparation. 72 - 2.32 oz rounds in each case.         Approved Brand(s) or Approved Alternate: Nature Valley Oatmeal Rounds: Banana Chocolate Chip #16000173641 Cinnamon #16000173658         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [] Yes [] No         Trans Fat grams         Brand/Packed By         Product/Brand #         State Pack Size         Packages Per Case         Ti and Hi Pallet Case Count	ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
A whole grain-rich, frozen, soft oatmeal rounds in individually wrapped, ovenable packages. Oatmeal round should provide 32 grams of whole grain per serving. One (1) bar must provide two (2) grains per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Options for Thaw & Serve or Heat & Serve preparation. 72 - 2.32 oz rounds in each case.         Approved Brand(s) or Approved Alternate: Nature Valley Oatmeal Rounds: Banana Chocolate Chip #16000173641 Cinnamon #16000173658         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fat grams         Brand/Packed By         Product/Brand # State Pack Size         Packages Per Case		1100			PRICE:	PRICE	PRICE:
Comments:	2	1100	CS.	A whole grain-rich, frozen, soft oatmeal rounds in individually wrapped, ovenable packages. Oatmeal round should provide 32 grams of whole grain per serving. One (1) bar must provide two (2) grains per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Options for Thaw & Serve or Heat & Serve preparation. 72 - 2.32 oz rounds in each case. Approved Brand(s) or Approved Alternate: Nature Valley Oatmeal Rounds: Banana Chocolate Chip #16000173641 Cinnamon #16000173658 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes[]No Trans Fat grams Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count	PRICE:	PRICE	PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
3	650	CS	PASTRY, WHOLE GRAIN (0517060):			
			Fruit filled pastry stick, whole grain rich, frozen.			
			Individually wrapped, ovenable, heat and serve			
			packages. Must be naturally flavored, apple, cherry,			
			or strawberry varieties. Product must not exceed 300			
			mg. of sodium per serving. Must provide two (2)			
			grains per serving as specified by the Child Nutrition			
			Program. Product must have a minimum shelf life of			
			3 months upon arrival to the warehouse. Packed			
			72/2.29 oz/case.			
			Approved Brand(s) or Approved Alternate:			
			Pillsbury Frudel:			
			Apple #127852000			
			Cherry #127851000			
			Tasty: Strawberry Boli #53205			
			Strawberry Boll #33205			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
4	2500	CS	BAGEL, CREAM CHEESE FILLED (0516980):			
			Bagel, filled with cream cheese and fruit, whole grain			
			rich, frozen. Individually wrapped, ovenable, heat			
			and serve packages. One (1) package must not			
			exceed 200 mg. of sodium. Must provide two (2)			
			grains per serving as specified by the Child Nutrition			
			Program. Product must have a minimum shelf life of			
			3 months upon arrival to the warehouse. Packed 72/2.43 oz/case.			
			12/2.43 02/030			
			Approved Brand(s) or Approved Alternate:			
			Pillsbury Bagels:			
			Cinnamon Creamy Cheese #138-399-38399			
			Strawberry Creamy Cheese #138-399-38413			
			Tasty Brands:			
			Bagel-fuls Apple Cinnamon #21280			
			Bagel-fuls Strawberry #21270 Bagel-fuls Cinnamon #21260			
			Dager-Iuis Chimanion #21200			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
5	500	CS	PRETZEL BITES (0517700):			
			Pretzel bites, whole grain rich, frozen, must not			
			exceed 200 calories, total fat not to exceed 5 grams,			
			0.5 grams or less trans. fat, 1.5 grams saturated fat.			
			Not to exceed 35% of total calories. Small, cinnamon			
			or cream cheese filled soft pretzel bites. One (1)			
			piece must provide approximately ½ grain as specified by the Child Nutrition Program. Product			
			must have a minimum shelf life of 3 months upon			
			arrival to the warehouse. Packed 176/0.7 oz per			
			case.			
			Approved Brand(s) or Approved Alternate:			
			J&J:			
			Cinnamon Bun Bites # 7258			
			Cream Cheese Bites #7259			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			 Brand/Packed By			
			Brand/Facked By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITE	MQ	ΩTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
L					PRICE:	PRICE	PRICE:
ITE 6		2TΥ 000		DESCRIPTION MUFFIN, VARIETY, SMALL, FROZEN (0517151): Muffin, 2 oz., whole grain rich, frozen, must not exceeed 200 calories. Total fat not to exceed 35% of total calories and 200 mg. of sodium per serving. Must contain 0.5 grams or less trans fat. One (1) muffin must provide one (1) grain per serving as specified by the Child Nutrition Program. Prefer Banana, Blueberry, and Chocolate flavors. Must be individually wrapped. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Please list all available flavors: 1		-	
				Double Chocolate Mini Muffins #WG370 Blueberry Mini Muffins #WG380 Chocolate Chip Mini Muffins #WG385 ***Continues on Next Page***			

ITEM	QTY	UNIT		PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
			Global/JSB & Tools for School: Chocolate Chocolate Chip #02673 Chocolate Chip #02670 Banana #02675 Apple Cinnamon #02666 Blueberry #02661Sky Blue Bakery: Sweet Potato Muffin #WMSP2072 Double Chocolate Muffin #WMDC2072 Chocolate Chip Muffin #WMCHCH2072 Blueberry Muffin #WMBLU2072 Banana Muffin #WMBAN2072 Otis Spunkmeyer/Aryzta/Aspire: Apple Cinnamon Delicious Essentials #10146 Blueberry Delicious Essentials #10143 Banana Delicious Essentials #10143 Banana Delicious Essentials #10144 Choc. Choc. Chip Delicious Essentials #10145 Super Bakery Ultra Mini Loaf: Crisp Apple #7057 Tropical Banana #7056 Wild Blueberry #7055 Chocolate Chip #7058 Dreamy Orange #7031			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams Estimate based on 120 per case. Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT		PORTION	UNIT	EXTENDED
7	2000			PRICE:	PRICE	PRICE:
7	3000	CS	MUFFIN, VARIETY, SMALL, SHELF STABLE (0517151): Muffin, 2 oz., whole grain rich, no greater than 200 calories, shelf stable. Total fat not to exceed 35% of total calories and 200 mg. of sodium per serving. Must contain 0.5 grams or less trans-fat. One (1) muffin must provide one (1) grain per serving as specified by the Child Nutrition Program. Prefer Banana, Blueberry, and Chocolate flavors. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Must be individually wrapped. Packed 72-120/2 oz/case.			
			Please list all available flavors:          1.			
			No Approved Brand(s) or Approved Alternate:			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams Estimate based on 120 per case.			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
8	1000	CS	MINI-CINNAMON ROLLS (0517210):			
			Mini cinnamon rolls, whole grain rich. Frozen,			
			ovenable, prepackaged mini pull apart cinnamon			
			rolls. Must not exceed 250 caloiries. Total fat not to			
			exceed 7 grams, 0.7 grams or less trans. fat, 1.5			
			grams saturated fat, not to exceed 35% of total			
			calories. Product must not exceed 300 mg. of			
			sodium per serving. One (1) package must provide two (2) grains per serving as specified by the Child			
			Nutrition Program. Product must have a minimum			
			shelf life of 3 months upon arrival to the warehouse.			
			Packed 72/2.3oz/case.			
			Approved Brand(s) or Approved Alternate:			
			Pillsbury #33686000			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			grame			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
9	1700	CS	BREAKFAST BREAD SLICE, VARIETY FLAVORS (0517350): Breakfast bread slice, frozen, individually packaged and sliced, thaw and serve preparation. Should include a variety of flavor options such as banana, cinnamon, blueberry, chocolate, etc. At least four (4) flavors should be available. Product should be whole grain rich and contain no more than 300 calories and ten (10) grams of fat. Sodium should not exceed 220 mg. per serving. Each three (3) oz. slice should provide two (2) grains per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 70/3oz/16 lb. case.		PRICE	PRICE:
			<u>Approved Brand(s) or Approved Alternate:</u> Super Bakery: Banana #7501 Zucchini #7502 Blueberry #7503 Pumpkin #7505 Cocoa #7506			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
10	1000		MINI PANCAKES (0516990): Mini pancakes, whole grain rich, frozen, must not exceed 230 calories. Total fat not to exceed 6 grams, 0.5 grams or less trans. fat, 1 gram saturated fat. Not to exceed 35 % of total calories. Ovenable, individually wrapped pouches (approximately 3 oz each). Each ovenable pouch must provide two (2) grains per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 72/cs.		PRICE	PRICE:
			Approved Brand(s) or Approved Alternate: Advantage Waypoint/Pinnacle Foods: Aunt Jemima - Maple Blast #43563 ConAgra Foods/The Max: Cinnamon Glaze WG #94643-04442 DeWafelBakkers: Maple #625 Blueberry #626 Apple Cinnamon #627 A+ Cinnamon #628 Banana #629 WG Strawberry #631 WG Choco Chip #633 Echo Lake Foods #MF7166WT Eggo/Kellogg's: Blueberry #38000-92560 Maple #38000-92562 Confetti #38000-18574 General Mills: Maple Burst'n #137732 Good Source/Tools for Schools: Maple #TFS7166 Strawberry #TFS7146 CN Labelyesno			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
11	250	CS	PANCAKE WRAPPED FRANK (NEW ITEM NO ID			
			#):			
			Fully cooked chicken franks wrapped in pancake			
			batter. One serving mush provide one (1)			
			meat/meat alernates and one (1) grains per serving			
			as specified by the Child Nutrition Program. Product			
			should contain no more than 200 calories and			
			sodium must not exceed 400 mg. Product must			
			have a minimum shelf life of 3 months upon arrival to			
			the warehouse. Packed 172 servomgs/case.			
			Approved Brand(s) or Approved Alternate:			
			House of Raeford #20423			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			1 5 11			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 30 lbs. per case.			
			Brand/Packed By			
			Brana, r dokod By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
			Commenta.			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
12	3000	CS	FRENCH TOAST STICKS (0517010):			
			French toast sticks, frozen bread slices, whole grain			
			rich, coated with a creamy seasoned batter and			
			finished with a crispy style bread coating. Product			
			should be moderately sweet for serving with or			
			without syrup. Precooked, the product should be			
			suitable for final preparation in a conventional,			
			convection, or microwave oven. Sticks should be			
			approximately 4" x 1-1/8" x 5/8" and yield 17 sticks			
			per pound. A Child Nutrition (CN) label is preferred,			
			but not required; however, four (4) French toast			
			sticks must provide at least two (2) grains per			
			serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months			
			upon arrival to the warehouse.Packed 144 - 180			
			sticks per case.			
			Approved Brand(s) or Approved Alternate:			
			Bake Crafters Food Co. #442			
			Farm Rich/Rich's #37722			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Estimate based on 480 per case.			
			Estimate based on 400 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
13	6000	CS	DOUGHNUTS, FROZEN (0517091): Doughnuts, frozen, all natural cake type, whole grain rich. Product will contain no artificial colorings, flavorings, sweeteners or preservatives. Must provide two (2) grains per serving as specified by the Child Nutrition Program. Preference will be given to low-fat product providing less than or equal to nine (9) grams of fat per doughnut or providing 30% or less of its calories from fat. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 80/cs.			
			<u>Approved Brand(s) or Approved Alternate:</u> Bake Crafters #1844			
			Dave's Baking Company WG450			
			Super Bakery: WG Goodyman PLUS #19100			
			Sky Blue Bakery: Fortified #FWD290			
			Tools for Schools-Smart Choice: Plain #78629 Apple Cinnamon #78626			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
, I			BID #241202	1	1	

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
14	500	CS	WG CROISSANT FILLED (NEW ITEM NO ID #):			
			A whole grain croissant that contains a combination			
			of cheese, eggs, chicken, or chicken sausage. Must			
			provide one (1) grains per serving as specified by the			
			Child Nutrition Program. Product should contain no			
			more than 250 calories and sodium must not exceed			
			400 mg. Product must have a minimum shelf life of			
			3 months upon arrival to the warehouse. Packeed			
			100 servings/case.			
			Approved Brand(s) or Approved Alternate:			
			Bake Crafters:			
			Egg and Cheese Croissant #4605			
			Chicken Sausage & Cheese Croissant #4607			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 30 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
15	QTY 900		WAFFLES, MINI (0517021):         Waffles, mini, maple or fruit flavored, whole grain         rich, frozen. Individually wrapped, ovenable, heat         and serve packages. Sodium must not exceed 200         mg. Product must provide two (2) grains per serving         as specified by the Child Nutrition Program. Product         must have a minimum shelf life of 3 months upon         arrival to the warehouse. Packed 72/case.         Please list all available flavors:         1.	PRICE:		
			Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
16	5000	CS	WAFFLE, DUTCH (0516490):			
			Waffle, Dutch style, frozen, approximately five (5)			
			inches in diameter and whole grain rich. Must have a			
			similar flavor profile to a regular waffle, pre-			
			sweetened. One (1) waffle must meet two (2)			
			grains as specified by the Child Nutrition Program.			
			Product must have a minimum shelf life of 3 months			
			upon arrival to the warehouse. Packed 48/case,			
			approximately 10 lbs./case			
			Approved Brand(s) or Approved Alternate:			
			J&J #4521			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
17 17	20	CS	DESCRIPTION         OATS, QUICK (0506121):         Oats, extra steam treated, dried and cut into small pieces and rolled flat, to produce a quick-cooking oatmeal. Product will have a bright, creamy color and the natural flavor of processed oats. Each 42 oz/ resealable, insect proof carton or case will have a "use by" or production date. Prouct must be fresh. Product must have a minimum shelf life of 6 months upon arrival to the warehouse. Packed 12/42 oz/ per case. This can be a 1 time order/delivery for the year.         Approved Brand(s) or Approved Alternate:         Quaker/Pepsico Oats, Quick Cooking #43285         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fat grams         Brand/Packed By         Product/Brand #         State Pack Size         Packages Per Case         Ti and Hi Pallet Case Count         Comments:	PRICE:		

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
18	4500	CS	TEXAS TOAST, GARLIC (0517220): Texas toast, frozen, whole grain rich, garlic flavored. Product must be a minimum of 1.2 oz. and meet one (1) grain as specified by the Child Nutrition Program. Product not to exceed 200 mg. of sodium per serving. Shelf life of 365 days. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed approximately 144 slices/case.			
			<u>Approved Brand(s) or Approved Alternate:</u> Bakecrafters #1605 Coles #00847 Cyril's Foods #40021			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No Trans Fat grams			
			Brand/Packed By			
			Product/Brand # State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
19	7000		PIZZA, WHOLE GRAIN, CHEESE, ROUND			
			INDIVIDUAL (0517440):			
			Cheese pizza, frozen, whole grain rich. Pizza must			
			measure 5"-6" round with mozzarella cheese.			
			Product must not exceed 350 calories per serving			
			and 35% total calories from fat. Product not to			
			exceed 500 mg. of sodium per serving. One (1)			
			serving must provide two (2) meat/meat alternates and two (2) grains per serving as specified by the			
			Child Nutrition Program. Must contain 0.5 grams or			
			less trans-fat. Product must have a minimum shelf			
			life of 3 months upon arrival to the warehouse.			
			Packed 60 to 72 portions/case.			
			·			
			Approved Brand(s) or Approved Alternate:			
			ConAgra #77387-12444			
			Giorgio #8391			
			Nardone Brothers #625WRM2			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			grame			
			Estimate based on 60 per case.			
			 Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

21       3000       cs       CHEESY BREAD, PULL APART (0517690): Bread filled with low fat mozzarella cheese. Frozen. Must be easily pulled apart into bite- sized pieces and must possess either an Italian garlic breadstick or spicy flavor profile. One serving must provide two (2) grains per serving as specified by the Child Nutrition Program. Product should contain no more than 300 calories, and sodium must not exceed 480 mg. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 72/4.06 oz/case.         Please list all available flavors:       1.         1.	ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
(0517690): Bread filled with low fat mozzarella cheese. Frozen. Must be easily pulled apart into bite sized pieces and must possess either an Italian garlic breadstick or spicy flavor profile. One serving must provide two (2) meat/meat alternates and two (2) grains per serving as specified by the Child Nutrition Program. Product should contain no more than 300 calories, and sodium must not exceed 480 mg. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 72/4.06 oz/case.         Please list all available flavors:         1.					PRICE:	PRICE	PRICE:
CN Labelyesno	21	3000	CS	(0517690): Bread filled with low fat mozzarella cheese. Frozen. Must be easily pulled apart into bite- sized pieces and must possess either an Italian garlic breadstick or spicy flavor profile. One serving must provide two (2) meat/meat alternates and two (2) grains per serving as specified by the Child Nutrition Program. Product should contain no more than 300 calories, and sodium must not exceed 480 mg. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 72/4.06 oz/case. Please list all available flavors: 1		PRICE	PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 72 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
22	4000	CS	CHEESY BREAD, BITE SIZE (0516646):			
22	4000	03	Bread filled with low fat mozzarella cheese. Frozen.			
			Must be bite-sized pieces and must possess either			
			an Italian garlic breadstick or spicy flavor profile. One			
			(1) serving must provide two (2) meat/meat			
			alternates and two (2) grains per serving as specified			
			by the Child Nutrition Program. Product should			
			contain no more than 300 calories, and sodium must			
			not exceed 540 mg. Product must have a minimum			
			shelf life of 3 months upon arrival to the warehouse.			
			Packed 72/4.06 oz/case.			
			Please list all available flavors:			
			1 2			
			3			
			3			
			4			
			5			
			Approved Brand(s) or Approved Alternate:			
			Wild Mike's Cheese Bites #11003			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			T ats per serving when applicable.			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			grans			
			Estimate based on 72 per case.			
			Brand/Packed By			
			Dianu/i acked by			
			Product/Brand #			
			State Dack Size			
			State Pack Size			
			Paskagas Der Casa			
			Packages Per Case			
			Ti and Hi Dallat Case Count			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
23	1000	cs	GROUND BEEF, MINI BURGERS (0515090): Charbroiled mini burgers, 1 oz., frozen. Each mini burger must provide one (1) oz. meat/meat alternate as specified by the Child Nutrition Program. Product not to exceed 220 mg. of sodium per serving. Product must not contain any lean, finely textured beef. Packed 400/cs.			
			Approved Brand(s) or Approved Alternate:         American Food Group #290812         Advanced Pierre #15-312-9         JTM #5669CE         MaidRite #75156-03421         Tyson #14903-328         Please indicate below if your product contains High         Fructose Corn Syrup and/or the amount of Trans         Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fat grams         Brand/Packed By         Product/Brand #         State Pack Size         Packages Per Case         Ti and Hi Pallet Case Count         Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
ITEM 24	QTY 1000	UNIT		PRICE:		
			Comments:			
			BID #241202 Page 41 of 116			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
25	500	CS	MEATLOAF SLICES (NEW ITEM, NO ID #)			
			Fully cooked meatloaf slices with textured vegetable			
			protein added. Must provide two (2) meat/meat			
			alternates per serving as specified by the Child			
			Nutrition Program. Product should contain no more			
			than 150 calories and sodium must not exceed 250			
			mg. Packed 160/26 oz/case.			
			No Approved Brand(s) or Approved Alternate:			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			grans ratyrans			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
			Comments.			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
26	1500	CS	TACO MEAT (0516170):			
			Beef taco meat, precooked, pre-seasoned, frozen.			
			Preference is for boil-in-bag, heat & serve			
			preparation. Must provide two (2) oz. meat/meat			
			alternate per serving as specified by the Child			
			Nutrition Program. Preference will be given to			
			products that do not contain VPP. Packed thirty (30)			
			lbs./cs. Product must not contain any lean, finely			
			textured beef.			
			Approved Brand(s) or Approved Alternate:			
			Don Lee #CNK12500			
			Double L Ranch/Global #TACOR101			
			JTM:			
			#5232CE			
			#5249CE			
			#5250CE			
			#5258CE			
			Kraft-Heinz #10032414800041			
			MaidRite #75156-93200			
			Tyson:			
			#24338-0928			
			#102082-0928			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			· ···· F ·· · ·····			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Deals Size			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
27	600	CS	BEEF MEATBALLS (0516190):			
			Beef meatballs, precooked, pre-seasoned, frozen.			
			Meatballs should be heat and serve. Ground beef			
			should contain no more than 20% fat. Product not to			
			exceed 300 mg. of sodium per serving. Each			
			meatball should be 0.5 oz. One (1) serving (5-6			
			meatballs) must provide two (2) oz. meat/meat			
			alternate as specified by the Child Nutrition			
			Program. Packed 30 lbs./cs. Product must not			
			contain any lean, finely textured beef.			
			Approved Prend(a) or Approved Alternate:			
			<u>Approved Brand(s) or Approved Alternate:</u> Comida Vida/Buona Vida #470605			
			JTM:			
			#5030CE			
			#5035CE			
			Kings Command Foods/American Food Group:			
			Plain #290854			
			Italian #290854			
			MaidRite #75156-04105			
			Tyson/Advance Pierre #3-17-505-20			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			<i>·</i>			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
ITEM 28	QTY 2000		DESCRIPTION SAUSAGE PATTY, TURKEY (0516210): Turkey sausage patty, fully cooked, pre- seasoned, Individually Quick Frozen (IQF). Product should not exceed 170 mg. sodium per serving. One patty must provide one (1) oz. meat/meat alternate as specified by the Child Nutrition Program. The product should contain no allergens or gluten. Packed 10 lbs./cs. <u>Approved Brand(s) or Approved Alternate:</u> Jennie-O #613203 Jennie-O #613810 MaidRite #75156-90513+D106 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ]Yes [ ]No Trans Fat grams Brand/Packed By Product/Brand # State Pack Size	PRICE:		
			State Pack Size Packages Per Case Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION		EXTENDED
				PRICE:	PRICE	PRICE:
			OR			
00	0000					
29	2000	CS	SAUSAGE LINK, TURKEY (0516200): Turkey links, precooked, seasoned, individually			
			Quick Frozen (IQF). Product must not exceed 100			
			mg. of sodium per serving. Each 1.025 oz. Ink must			
			provide on (1) oz. meat/meat alternate per serving			
			as specified by the Child Nutrition Program. The			
			product should contain no allergens or glulten.			
			Packed 10 lbs/case.			
			Approved Drend(a) or Approved Alternates			
			<u>Approved Brand(s) or Approved Alternate:</u> Jennie-O #614003			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
30	300	CS	SMOKED SAUSAGE (0516120):			
			Pork and beef, smoked, in casings; all meat, include			
			no offal items. Must be hard frozen and processed in			
			a USDA inspected and approved plant. Will also			
			accept an all pork product. Fully cooked in rope			
			style links. Kiolbassa and Andouille will also be			
			accepted. Packed approximately 10 lbs. per case.			
			Approved Brand(s) or Approved Alternate:			
			Hillshire Farms/Tyson #9400			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			g			
			Brand/Packed By			
			Product/Brand #			
			State Deak Size			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
31	300	CS	PEPPERONI, TURKEY, SLICED (0512140):			
			Pepperoni, turkey, thinly sliced, seasoned, fully			
			cooked, frozen, aged and dried for peak flavor. Made			
			from select turkey cuts. Product not to exceed 240			
			mg. of sodium per one (1) oz. serving. Must contain			
			0.5 grams or less trans-fat. Packed 14 to 16 slices			
			per ounce, 10 lbs. per case.			
			Approved Brand(s) or Approved Alternate:			
			Jennie O #213008			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			i ats per serving when applicable.			
			High Fructose Corn Syrup[]Yes[]No			
			5 , i i i i			
			Trans Fat grams			
			Estimate based on 14 slices per oz./per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
32	150	CS	BACON, TURKEY (0517540):			
			Turkey bacon, frozen. In a re-sealable package.			
			Product not to exceed 150 mg. of sodium per			
			serving. Packed approximately 10 lbs./case.			
			Annual Drand(a) on Annual Alternates			
			<u>Approved Brand(s) or Approved Alternate:</u> Jennie-O #271106			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Deals Size			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION		UNIT	EXTENDED
33	1000	CS	DELI STYLE TURKEY HAM, SLICED	PRICE:	PRICE	PRICE:
		00	(0516220): Deli style turkey ham, boneless, skinless,			
			frozen, smoked, made from the dark meat of a turkey, pre-sliced. The turkey ham should have no			
			more than 20% water added. No more than six (6)			
			slices should be required to meet the two (2) oz			
			meat/meat alternate as specified by the Child Nutrition Program. Product not to exceed 800 mg. of			
			sodium per serving. Packed 12 lbs to 30 lbs per			
			case.			
			Approved Brand(s) or Approved Alternate:			
			Jennie-O #256503 (Sliced) Shady Brook Farms/Cargill Meat Solutions			
			#700273			
			#700375 #103580733			
			#10000100			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			i ats per serving when applicable.			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 12 lbs per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
34	800	CS	DELI STYLE TURKEY HAM, WHOLE			
			(0516221): turkey ham, whole, boneless, skinless,			
			frozen, smoked, made from the dark meat of a			
			turkey, pre-sliced. The turkey ham should have no			
			more than 20% water added. No more than 4 oz			
			should be required to meet the (2) oz. meat/meat			
			alternate as specified by the Child Nutrition Program.			
			Product not to exceed 800 mg. of sodium per			
			serving. Packed 13 lbs to 18 lbs per case.			
			No Approved Brand(s) or Approved Alternate:			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 18 lbs per case.			
			Estimate based on to bs per case.			
			Brand/Packed By			
			Draduat/Brand #			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
35	700	CS	ROAST TURKEY BREAST, SLICED (0516340): Turkey breast, roasted, frozen. Product should be extra lean and pre- sliced. No more than five (5) slices should be required to meet the two (2) oz. meat/meat alternate as specified by the Child Nutrition Program. Product not to exceed 800 mg. of sodium per serving. Packed 12 lbs to 18 lbs per case.			
			Approved Brand(s) or Approved Alternate: Hillshire Farms/Tyson #32189-414 Jennie-O #8483 #209918 Shady Brook Farms/Cargill Meat Solutions #700168 #700262 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams Estimate based on 18 lbs per case.			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
36	400	CS	TURKEY BREAST (0516312):			
			Turkey breast, frozen, boneless, fully cooked and thick sliced. Product should be made from skinless,			
			whole muscle white meat with water, salt, and			
			sodium phosphates added. Product not to exceed			
			600 mg. of sodium per serving. Each three (3) oz			
			serving should equal two (2) meat/meat alternates			
			as specified by the Child Nutrition Program			
			requirements. Each case, weighing approximately 44			
			lbs., will contain approximately 240 servings.			
			Approved Brand(s) or Approved Alternate:			
			Jennie-O # 878403 Shady Brook Farms/Cargill Meat Solutions			
			#700369			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT		PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
37	600	CS	TURKEY THIGH ROAST (0516760):			
			Turkey thigh roast, made from turkey thigh. Frozen,			
			fully cooked in ovenproof bag. One (3.5 oz.) portion			
			must cosist of thick turkey chunks in turkey broth			
			and must not exeed 410 mg. of sodium. Must contain 0.5 grams or less trans fat. One (1) portion			
			must provide two (2) meat/meat alternates as			
			specified by the Child Nutrition Program			
			requirements. Packed 30 lbs. per case.			
			Approved Brand(s) or Approved Alternate:			
			Shady Brook Farms/Cargill Meat Solutions #700267			
			#100207			
			Places indicate below if your product contains High			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
		1		PRICE:	PRICE	PRICE:
ITEM 38	QTY 1500	UNIT		PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
	Q	0.1.		PRICE:	PRICE	PRICE:
ITEM 39	QTY 500	UNIT	DESCRIPTION CHICKEN BREAKFAST PATTY, BREADED, WHOLE GRAIN (0516580): Chicken breakfast patty, whole grain rich, frozen, and approximately 1.6 - 2 oz. by weight. Size should be appropriate to fit on a biscuit. One portion should be coated with a wheat flour and water breading which contains no more than 1% spices, leavening and other additives and should be set in vegetable oil. Preference will be given to whole muscle patty containing only breast meat. This product must provide at least one (1) oz. meat/meat alternate as specified by the Child Nutrition Program. The chicken patty portions should be bulk in a 10-30 Ib. inner lined master carton containing approximately 75-200 portions per case. <u>Approved Brand(s) or Approved Alternate:</u> Advance Pierre #68219 Chef's Corner #0118 Gold Creek #5003 Gold Kist #6345 Gold Kist #635300 Koch Foods/Chic'n Time #85592 Rich Chicks #54415 #54409 #13441 Breaded Slider Filet Proview #50515-WG Tyson #5778-329 Please indicate below if your product contains High		UNIT PRICE	EXTENDED PRICE:
			Proview #50515-WG			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 200 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case Ti and Hi Pallet Case Count			
			Comments: BID #241202 Page 56 of 116			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
40	5000	CS	BREADED CHICKEN BREAST FILETS, SPICY,			
			WHOLE GRAIN (0516620):			
			Chicken breast filet, spicy, frozen. Whole grain rich			
			breading. Approximately 3.5 to 4 oz. breaded, whole			
			muscle filets for sandwiches. The whole muscle			
			breast halves with rib meat may contain up to 13% of			
			a solution made of water and the following			
			seasoning combination: salt, spices, sodium			
			phosphates, chili pepper, paprika, extractives of			
			paprika and extractives of turmeric. The breast			
			portions should be coated with a wheat flour and			
			water breading which contains no more than 1%			
			spices, leavening and other additives and should be			
			set in vegetable oil. Product must not exceed 600			
			mg. of sodium per serving. Each portion must contain no less than two (2) oz. serving of			
			meat/meat alternates as specified by the Child			
			Nutrition Program. The breast filet portions should be			
			bulk packed in a 10 to 30 lb. inner lined master			
			carton containing approximately 34 to 132 portions			
			per case.			
			Approved Brand(s) or Approved Alternate:			
			Gold Creek Foods #5200 Gold Kist #7517			
			Perdue/CluxDelux #66193			
			ProView #60325-WG			
			Rich Chicks #RC13410			
			Tyson #70312-928			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			giuno			
			Estimate based on 40 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments: BID #241202			
			Page 57 of 110		1	

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
41	QTY 6000	CS	DESCRIPTION         BREADED CHICKEN BREAST FILETS, WHOLE GRAIN (0516930):         Whole muscle chicken breast, frozen filets for sandwiches. Approximately 3.5 to 4.5 oz. breaded.         The whole muscle breast halves with rib meat may contain up to 13% of a solution made of water and the following seasoning combination: salt, spices, sodium phosphates, chili pepper, paprika, extractives of paprika and extractives of turmeric. The breast portions should be coated with a wheat flour and water breading which contains no more than 1% spices, leavening and other additives and should be set in vegetable oil. Sodium not to exceed 500 mg. One (1) serving must provide two (2) meat/meat alternates and one (1) grain as specified by the Child Nutrition Program. The breast filet portions should be bulk packed in a 10 to 30 lbs. inner lined master carton containing approximately 34 to 126 portions/ case.         Approved Brand(s) or Approved Alternate: Gold Creek Foods #5001 Rich Chicks #13440         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes[]No         Trans Fat grams         Estimate based on 35 per case.	PRICE:		
			Ti and Hi Pallet Case Count			
			Comments:			
			PU/1202			

42       1500       cs       CHICKEN BREAST TENDERS, WHOLE MUSCLE (0516650): Chicken breast tenders, frozen, fully cooked whole muscle. Whole grain rich breading with seasoning for mild flavor. When baked, product should have a crunchy outside and be moist inside. Product not to exceed 600 mg. of sodium per serving. One (1) serving must provide two (2) meat/meat alternates and one (1) grain as specified by the Child Nutrition Program. No more than three (3) chicken tenders should be required to meet the two (2) oz. meat/meat alternate component. Inclusion of individual boxes for packaging on the serving line is desired. Packed 10- 30 lbs. per case.         Approved Brand(s) or Approved Alternate: Gold Creek #4501 Perdue/CluxDelux #66210 Proview #63230-WG Rich Chicks #43424 Tyson #70332-928         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:	42 1500 CS CHICKEN BREAST TENDERS, WHOLE MUSCLE (0516650): Chicken breast tenders, frozen, fully cooked whole muscle. Whole grain rich breading with seasoning for mild flavor. When baked, product should have a crunchy outside and be moist inside. Product not to exceed 600 mg. of	
MUSCLE (0516650): Chicken breast tenders, frozen,         fully cooked whole muscle. Whole grain rich         breading with seasoning for mild flavor. When         baked, product should have a crunchy outside and         be moist inside. Product not to exceed 600 mg. of         sodium per serving. One (1) serving must provide         two (2) meat/meat alternates and one (1) grain as         specified by the Child Nutrition Program. No more         than three (3) chicken tenders should be required to         meet the two (2) oz. meat/meat alternate         component. Inclusion of individual boxes for         packaging on the serving line is desired. Packed 10-         30 lbs. per case.         Approved Brand(s) or Approved Alternate:         Gold Creek #4501         Perdue/CluxDelux #66210         Proview #63230-WG         Rich Chicks #43424         Tyson #70332-928         Please indicate below if your product contains High         Fructose Corn Syrup and/or the amount of Trans	MUSCLE (0516650): Chicken breast tenders, frozen, fully cooked whole muscle. Whole grain rich breading with seasoning for mild flavor. When baked, product should have a crunchy outside and be moist inside. Product not to exceed 600 mg. of	je:
High Fructose Corn Syrup []Yes []No   Trans Fat grams   Estimate based on 30 lb. per case.   Brand/Packed By   Product/Brand #   State Pack Size   Packages Per Case	two (2) meat/meat alternates and one (1) grain as specified by the Child Nutrition Program. No more than three (3) chicken tenders should be required to meet the two (2) oz. meat/meat alternate component. Inclusion of individual boxes for packaging on the serving line is desired. Packed 10-30 lbs. per case.         Approved Brand(s) or Approved Alternate:         Gold Creek #4501         Perdue/CluxDelux #66210         Proview #63230-WG         Rich Chicks #43424         Tyson #70332-928         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fat grams         Estimate based on 30 lb. per case.         Brand/Packed By         Product/Brand #	

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
43	3500	CS	POPCORN CHICKEN (0516870):			
			Popcorn chicken, fully cooked, breaded bite size			
			chunks, frozen. Whole grain rich breading should			
			contain mild seasonings for flavor. When baked,			
			product should have a crunchy outside and moist			
			inside. Product not to exceed 400 mg. of sodium per			
			serving. One serving must provide two (2) oz.			
			meat/meat alternates and one (1) grain as specified			
			by the Child Nutrition Program. No more than sixteen			
			(16) pieces should be required to meet the two (2)			
			oz. meat/meat alternate requirement. Packed 20-30			
			lbs. per case.			
			ibs. per case.			
			Approved Brand(s) or Approved Alternate:			
			Advanced Pierre #68211			
			Fit Foodz #4020210			
			Gold Creek Foods #1803			
			Gold Kist #691600			
			Pilgrim's Pride/Gold Kist #698100			
			ProView #43015-WG			
			Rich Chicks #54413			
			#54409			
			Tyson #10703680928			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 30 lb. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
44	1000	CS	POPCORN CHICKEN, SPICY (0516880):			
			Popcorn chicken, spicy, fully cooked, breaded, bite			
			size chunks, frozen. Whole grain rich breading			
			should contain seasonings that will give a spicy			
			flavor profile. When baked, product should have a			
			crunchy outside and a moist inside. Product not to			
			exceed 400 mg. of sodium per one serving. Must			
			provide two (2) oz. meat/meat alternates and one (1)			
			grain as specified by the Child Nutrition Program. No			
			more than sixteen (16) pieces should be required to			
			meet the two (2) oz. meat/meat alternate			
			requirement. Packed 20-30lbs. per case.			
			Approved Brand(c) or Approved Alternates			
			<u>Approved Brand(s) or Approved Alternate:</u> Fit Foodz #4020211			
			Gold Creek Foods #1801			
			ProView #43011-WG			
			ProView #43409WG			
			Tyson Foods #70378-0928			
			193011 0003 #70370-0320			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 30 lb. per case.			
			 Brand/Packed By			
			Draduat/Brand #			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
45	QTY 1000	CS	GRILLED CHICKEN FAJITA MEAT, DARK (0516690):         Chicken fajita, dark meat, grilled, seasoned, fully cooked, frozen chicken strips. Product should not contain breading. Size and shape should resemble meat used on fajita. Product not to exceed 500 mg. of sodium per serving. One (1) serving must provide two (2) meat/meat alternates as specified by the Child Nutrition program. Packed 30 lbs. per case.         Approved Brand(s) or Approved Alternate:         Advanced Pierre #24-201         Asian Food Solutions #78800         Chef's Corner #0118         Gold Creek Foods:         #8050         #791896         Koch Foods #88406         Proview #62600         Pilgrim's Pride/Gold Kist #1260         Pilgrim's Pride/Gold Kist #1325         Tony Downs Food/Comida Vida #470625         Tyson #1046021-0928         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:         High Fructose Corn Syrup []Yes []No         Trans Fat grams	PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
46	4000	CS	CHICKEN, 8-PIECE BREADED (0516550):			
			Chicken, 8-piece breaded, fully cooked, seasoned,			
			and frozen. Whole grain rich breading. Product			
			should be ovenable, zero trans-fat; each breast,			
			thigh or drumstick and wing combination must			
			provide two (2) meat/meat alternates as specified by			
			the Child Nutrition Program. Product not to exceed			
			600 mg. of sodium per serving. Packed			
			approximately 25-35 lbs. per case.			
			Approved Brand(s) or Approved Alternate:			
			Pilgrim's Pride/ Gold Kist #7812			
			Tyson #1666000-0928			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			grans			
			Estimate based on 35 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
47	1500	CS	CHICKEN, 8-PIECE ROASTED (0516540)			
			Chicken, 8-piece roasted, fully cooked, marinated,			
			and frozen. Product should be ovenable, zero trans-			
			fat. Each breast, thigh, or drumstick and wing			
			combination must provide two (2) meat/meat			
			alternates as specified by the Child Nutrition			
			Program. Product not to exceed 310 mg. of sodium			
			per serving. Packed approximately 25-35 lbs. per			
			case.			
			Approved Brand(s) or Approved Alternate:			
			Pilgrim's Pride/Gold Kist #8820			
			Tyson #1021879-0928			
			Diagon indiagta balay, if your product contains Lligh			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			Fais per serving when applicable.			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 30 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			<b>.</b>			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
48	500	CS	ROTISSERIE CHICKEN (NEW ITEM, NO ID #) Fully cooked, Pulled rotisserie chicken without skin. One serving must provide two (2) meat/met alternates per serving as specified by the Child Nutrition Program. Product should contain no more than 100 calories and sodium must not exceed 400 mg. per serving. Paked 24 lbs. per case.			
			<u>Approved Brand(s) or Approved Alternate:</u> House of Raeford #10204			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams Estimate based on 30 lbs. per case.			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
	1 !			PRICE:	PRICE	PRICE:
49	400	CS	TACO WRAP, MEAT-FILLED, VARIETY FLAVORS (0516730):         Tortilla wrap filled with chicken or beef and cheese, as well as, chili powder, cumin or other spices for a Mexican flavor profile. Frozen. Product should have a soft burrito- style or crispy corn-style shell, and be approximately 2-3 oz per serving. Product should be whole grain rich regardless of shell type. Preference will be given to products providing one (1) grain and one (1) meat/meat alternate per serving as specified by the Child Nutrition Program. Product should contain less than 230 calories and 275 mg. of sodium. Packed approximately 108/2.81oz/19 lb. case or 140/1.7oz/15 lb. case.         Approved Brand(s) or Approved Alternate:         AIT/Posada:         Chicken Taquito #46580011         Fernando's Grab Wraps:         Cheese & Poblano Chile #5266         Buffalo Chicken #5263         Integrated Food Service:         Chorizo Seasoned Beef & Cheese Stick #721939118023         Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fat grams         Estimate based on 19 lbs. per case.         Brand/Packed By         Product/Brand #         Plackages Per Case         Trans Fat         Packages Per Case         Trans Hi Pallet Case Count         Trans Hi Pallet Case Count			
,	1 7	1		1		1

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
50	1500	CS	FISH STICKS, CORNMEAL CRUST			
			(0515051): Fish sticks, frozen, corn meal coated			
			Pollock sticks. Must be whole grain rich breading.			
			Product not to exceed 260 calories and 400 mg. of			
			sodium per serving. Total fat not to exceed 12			
			grams. Must contain 0.5 grams or less trans-fat.			
			Minimum of three (3) sticks per serving. One (1)			
			serving must provide two (2) meat/meat alternates			
			and one (1) grain as specified by the Child Nutrition			
			Program. Minimum of 35 servings/10-20 lbs. case.			
			Approved Brand(s) or Approved Alternate:			
			Channel Fish Gloucester/North Atlantic #325005G0			
			Churchfield #ATPC6166836			
			Highliner Foods #53989			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 20 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
					PRICE	PRICE:
51	500	CS	FISH PORTION, CORNMEAL CRUSTED	<b></b>		
-			(0515030): Fish portion, frozen, cornmeal coated			
			pollock portion. Must be whole grain rich breading.			
			Product must not exceed 200 calories and 350 mg.			
			sodium per portion. Total fat not to exceed eight (8)			
			grams. Must contain 0.5 grams or less trans-fat.			
			One portion must provide two (2) meat/meat			
			alternates and one (1) grain as specified by the Child			
			Nutrition Program. Packed approximately 88			
			servings/ 10 lb. case.			
			Approved Brand(s) or Approved Alternate:			
			Channel Fish #325008D1			
			Churchfield #ATPC6166834			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Estimate based on 88 per case			
			Estimate based on 88 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
52	1000	CS	PORK, BBQ, SHREDDED (0516940):			
			Pork, shredded in BBQ sauce. Minimum four (4) oz.			
			serving must provide two (2) meat/meat alternates			
			as specified by the Child Nutrition Program. Product			
			not to exceed 300 mg. of sodium per serving. Must			
			contain 0.5 grams or less trans fat. Packed 20 lbs			
			per case.			
			Approved Brand(s) or Approved Alternate:			
			Advance Pierre #69160			
			Brookwood Farms #12307			
			Chandler Foods Inc. #14-000-02			
			CN Label [ ] Yes [ ] No			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 20 lbs per case.			
			Brand/Packed By			
			Brandin dollod By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
53	1000	CS	CHILI W/BEANS, CANNED (0512060)			
			Canned chili with beans to be used as ingredient in			
			recipes or served over hot dogs or potatoes. Chili			
			should contain beans, beef, chili powder, tomatoes,			
			sugar, salt, and other spieces for flavoring. Chili			
			should not contain more than 1200 mg. sodium per			
			one (1) cup serving. A low sodium variety is			
			preferred. Packed 6/#10 cans/case.			
			Approved Brand(s) or Approved Alternate:			
			Libby/Conagra #39000-03125			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
54	1000	CS	CHILI WITHOUT BEANS, CANNED (NEW ITEM,			
			NO ID #)			
			Canned chili to be used as ingredient in recipes or			
			served over hot dogs or potatoes. Chili should			
			contain beef, chili powder, tomatoes, sugar, salt, and			
			other spieces for flavoring. Chili should not contain			
			more than 1200 mg. sodium per one (1) cup serving.			
			A low sodium variety is preferred. Packed 6/#10			
			cans/case.			
			No Approved Brand(s) or Approved Alternate:			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			Tats per serving when applicable.			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			grans ratgrans			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
55	1000	cs	CHILI VEGETARIAN, CANNED (NEW ITEM, NO ID #) Canned vegetarian chili to be used as ingredient in recipes or served over hot dogs or potatoes. Chili should contain beans, chili powder, tomatoes, sugar, salt, and other spieces for flavoring. Chili should not contain more than 1200 mg. sodium per one (1) cup serving. A low sodium variety is preferred. Packed 6/#10 cans/case.	PRICE:		
			No Approved Brand(s) or Approved Alternate:			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ]Yes [ ]No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
56	3000	CS	CORN DOG (0516052):			
			Corn dog, whole grain rich batter wrapped turkey or			
			chicken frank on a stick, frozen. Product contains			
			two (2) oz. all meat frank made from turkey or			
			chicken. Total weight of battered product will be no			
			less than three (3) oz. and will not exceed four (4)			
			oz. Product not to exceed 675 mg. of sodium per			
			serving. One serving must provide two (2) oz.			
			meat/meat alternates and two (2) grains as specified			
			by the Child Nutrition Program. Packed 48-72 per			
			case.			
			Approved Prend(a) or Approved Alternates			
			<u>Approved Brand(s) or Approved Alternate:</u> Foster Farms #95150			
			#95150 #95157			
			Good Source/Tools for School #240100			
			Tyson #1036365-0928			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			Tais per serving when applicable.			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			g			
			Estimate based on 72 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Dellet Case Count			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
57	2000	CS	FRANKFURTERS, BEEF (0516070):			
			Frankfurters, beef, lower sodium, frozen,			
			approximately two (2) oz size per serving. 100%			
			USDA inspected cuts of beef. Ingredients to include			
			beef, water and salt with less than 2% coming from			
			other ingredients needed for preservation of product.			
			Must be processed in a USDA inspected and			
			approved plant. Product not to exceed 400 mg. of			
			sodium per serving. Case must display CN label			
			assuring that each two (2) oz. frank provides two (2)			
			meat/meat alternates as specified by the Child			
			Nutrition Program. Packed 80 franks/10 lb. case or			
			160 franks/ 20 lb. case.			
			Approved Brand(s) or Approved Alternate:			
			Cloverdale #123312			
			Eisenberg #119			
			John Morrell/Smithfield #27815-48169			
			National Food Group #612441/Hoffy #3025			
			National 1 000 Gloup #01244 Intony #3023			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			5 5 7 1 1 1 1			
			Trans Fat grams			
			Estimate based on 80 per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Dallat Case Count			
			Ti and Hi Pallet Case Count			
			Comments:			
			Commonta.			

ITEM	ΟΤΥ		DESCRIPTION	PORTION	UNIT	EXTENDED
	QII			PRICE:	PRICE	PRICE:
ļ			OR		1100	
58	2000	CS	FRANKFURTERS, TURKEY (0516070):			
50	2000	65	Frankfurters, turkey, frozen, approximately two (2)			
			oz. size per serving.100% USDA inspected cuts of			
			turkey. Ingredients to include turkey, water and salt,			
			with less than 2% coming from other ingredients			
			needed for preservation of product. Product not to			
			exceed 400 mg. of sodium per serving. Must be			
			processed in a USDA inspected and approved plant.			
			Case must display CN label assuring that each two			
			(2) oz. frank provides two (2) oz. meat/meat			
			alternates as specified by the Child Nutrition			
			Program. Packed 80 franks/10 lb. case or 160			
			franks/20 lb. case.			
			Approved Brand(s) or Approved Alternate:			
			Farms/Cargill Meat Solutions			
			#700196			
			Jennie-O #612620			
			Kunzler #1075			
			Perdue/CluxDelux #65669			
			Shady Brook			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Estimate based on 20 merces			
			Estimate based on 80 per case.			
			Rrand/Racked By			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
			BID #241202			
B						

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
		-		PRICE:	PRICE	PRICE:
ITEM 59	QTY 3000		TOASTER PASTRIES, WHOLE GRAIN, SINGLE COUNT(0505970):         Toaster pastry, whole grain rich. Individually wrapped, single count, assorted flavor filled toaster pastry. Pastries should be fully baked and ready-to-eat from the pouch, but should also be suitable for toasting/warming in conventional or microwave ovens. Product must not exceed 200 mg. of sodium per serving (1 pastry). One 50-gram pastry must provide one (1) grain per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Product should be packed 120/1 count individually wrapped pastries per case.         Please list all available flavors:       1.         1.	PRICE:		
			Ti and Hi Pallet Case Count			
			Comments:			
			BID #241202			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
60	QTY 2200	CS	DESCRIPTION         TOASTER PASTRIES, WHOLE GRAIN, TWO COUNT (0505980):         Toaster pastries, whole grain rich. Individually wrapped, two (2) count, assorted flavor filled pastries. Pastries should be fully baked and ready-to- eat from the pouch, but should also be suitable for toasting/warming in conventional or microwave ovens. Product must not exceed 400 mg. of sodium per serving (2 pastries). One (1) serving (2-50 gram pastries) must provide two (2) grains as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Product should be packed 72/2 count individually wrapped pastries per case.         Please list all available flavors:         1.         2.         3.         4.         4.         4.         4.         4.         4.         7.         7.         7.         8.         7.         1.         2.         3.         4.         4.         4.         4.         7.         7.         7.         7.         8.         7.         8.         9.         9.         9.         1.         1. </td <td>PRICE:</td> <td></td> <td></td>	PRICE:		
			PU #241202			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
61	1000	CS	CRISPY BISCUIT, SHELF STABLE (NEW ITEM, NO ID#): Crispy whole grain oat biscuits. Individually wrapped. Made without Gelatin, no artificial flavors, and no high fructose corn syrup. One (1) bar must provide one (1) grains per serving as specified by the Child Nutrition Program and meet USDA smart snacks criteria. 120- 1.2 oz biscuits per case. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. <u>Approved Brand(s) or Approved Alternate</u> : Nature Valley Crisps: Cinnamon #1600048256 Chocolate Chip #1600048255			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams Estimate based on 120 per case. Brand/Packed By Product/Brand #			
			State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
62	1000	CS.	OATMEAL BAR, SHELF STABLE (0505990): A whole grain oatmeal bar, individually wrapped. Made without gelatin. Made with no artificial flavors, no colors from artificial sources, and no high fructose corn syrup. One (1) bar must provide one (1) grains per serving as specified by the Child Nutrition Program and meet USDA Smart Snacks criteria. 144 - 1.24 oz bars in each case.			
			Approved Brand(s) or Approved Alternate:         Betty Crocker Oatmeal Bars:         Chocolate Chip #1600045977         Double Chocolate #1600045566         ES Foods:         Blueberry Pomegranate #03625         Cherry Granola #03618         Cranberry Gronola Bakes 36871         Please indicate below if your product contains High         Fructose Corn Syrup and/or the amount of Trans         Fats per serving when applicable:         High Fructose Corn Syrup [] Yes [] No         Trans Fat grams         Estimate based on 27/8 oz per case.         Brand/Packed By         Product/Brand #         State Pack Size         Packages Per Case         Ti and Hi Pallet Case Count         Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
63	2000	cs	CEREAL       BAR, SHELF       STABLE, 1-GRAIN         (0505990):       Cereal bar, whole grain rich, shelf stable. Must be individually wrapped, single count, ready-to-eat.         Product must not exceed 180 mg. of sodium per serving. One (1) bar must provide one (1) grain per serving as specified by the Child Nutrition Program.         Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Product should be packed 96/1.4 oz count individually wrapped cereal bars per case.         Please list all available flavors:         1.	PRICE:		
			Nutrigrain Strawberry #3800059772			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
64	2000	CS	CEREAL BAR WITH CEREAL PIECES, SHELF STABLE, 1-GRAIN (0505130):			
			Cereal bar, made with whole grain oats and whole			
			grain cereal pieces. Item should be whole grain rich,			
			shelf stable. Product should contain cereal pieces			
			from brand name cereals only. Must be individually			
			wrapped, single count, ready-to-eat. Product must			
			not exceed 180 mg. of sodium per serving. One (1)			
			bar must provide one (1) grain per serving as			
			specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon			
			arrival to the warehouse. Product must have a			
			minimum shelf life of 3 months upon arrival to the			
			warehouse. Product should be packed 96/1.4 oz			
			count individually wrapped cereal bars per case.			
			Please list all available flavors:			
			1□			
			2 🗆			
			3			
			4□			
			Approved Brand(s) or Approved Alternate:			
			General Mills:			
			#45576 Cinnamon Toast Crunch			
			#31913 Golden Graham			
			#31915 Trix #45577 Cocoa Puffs			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
	_	-		PRICE:		PRICE:
65	6000	cs	CEREALS, READY-TO-EAT (0506010): Cereal, ready to eat, portioned servings of whole grain rich, reduced sugar, packed in plastic disposable serving dishes with airtight foil lids. Product must not exceed 180 mg. of sodium per serving. Must provide one (1) grain per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 96/1 oz. servings per case. List all available cereals and pricing below. Must have a minimum of four (4) cereals available.		PKIUE	PKIUE:
			DUE TO PROBLEMS WITH STUDENT ACCEPTANCE AND LOW PARTICIPATION, WE WILL ONLY ACCEPT NATIONAL BRAND NAMES. STATE NAME AND BRAND OF CEREAL YOU ARE BIDDING.			
			Please list all available flavors:			
			*All listed flavors should be peanut free*			
			1.        2.        3.        4.			
			<u>Approved Brand(s) or Approved Alternate:</u> General Mills - All Flavors Kellogg's - All Flavors			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments: BID #241202 Page 83 of 116			

ITEM	QTY	UNIT	DESCRIPTION		UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
66	600	CS	CEREALS, READY-TO-EAT, PRE-K: (0506030) Cereal, ready to eat, portioned servings of whole grain rich, sugar can not exceed 6g per serving, packed in plastic disposable serving dishes with airtight foil lids. Product must meet CACPF guidelines. Product must not exceed 180 mg. of sodium per serving. Must provide one (1) grain per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 96/1 oz. servings per case. List all available cereals and pricing below. Must have a minimum of four (4) cereals available. DUE TO PROBLEMS WITH STUDENT ACCEPTANCE AND LOW PARTICIPATION, WE WILL ONLY ACCEPT NATIONAL BRAND NAMES. STATE NAME AND BRAND OF CEREAL YOU ARE BIDDING. Please list all available flavors: *All listed flavors should be peanut free* 1			
				1	I	

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
			Commenta.			

ITEM QTY UNIT DESCRIPTION PORTION UNIT	EXTENDED
PRICE: PRICE	PRICE:
67       100       cs       CEREALS, READY-TO-EAT, BULK PACK (0506170): Cereal, bulk pack, whole grain rich, ready- to-eat cereals; reduced sugar, with easy open and pour packaging. Product must not exceed 180 mg. of sodium per serving. Must provide one (1) grain per serving as specified by the Child Nutrition Program. Product must have a minimum shelf life of 3 months upon arrival to the warehouse. Packed 4/11.25 lb bags per case. List all available cereals and pricing below.         DUE       TO       PROBLEMS       WITH       STUDENT ACCEPTANCE AND LOW PARTICIPATION, WE WILL ONLY ACCEPT NATIONAL BRAND NAMES. STATE NAME AND BRAND OF CEREAL YOU ARE BIDDING.         Please list all available flavors:       *All listed flavors should be peanut free*         1.	

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
68	800	CS	GRANOLA, BULK PACK (0506180):			
			Granola, whole grain oats and honey, bulk pack			
			cereal blend. Easy open and pour packaging.			
			Product must have a minimum shelf life of 3 months			
			upon arrival to the warehouse.Packed 12.50 to 25			
			lbs per case.			
			Approved Brand(s) or Approved Alternate:			
			Back to Basics #40025-8			
			Fieldstone #09799			
			General Mills, Nature Valley #27111			
			Kellogg's #38000-49834			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			Tats per serving when applicable.			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Estimate based on 12.50 lbs. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
69	50	CS	CHICKEN, CHUNK, CANNED (0504130):			
			Chicken meat, boneless, chunk meat, premium			
			quality, naturally proportioned white and dark pulled			
			meat, packed in chicken broth, canned. Mechanically			
			separated meat, giblets, and kidneys cannot be			
			used in preparing this product. Product must come			
			from a USDA inspected and approved plant. Packed			
			12/50 oz. or 6/48 oz.			
			Approved Brand(s) or Approved Alternate:			
			Sysco Classic #4047510			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Estimates based on C/49 at non appa			
			Estimates based on 6/48 oz. per case.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
			Commenta.			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
70	50	CS	TUNA (0504100):			
			Tuna, light meat, chunk style, packed in water. Must			
			be packed under continuous inspection by U.S.			
			Dept. of Commerce. Cases or cans must carry			
			USDC shield. Packed 66 oz. cans, six (6) cans per			
			case.			
			Annual Drand(a) on Annual Alternates			
			Approved Brand(s) or Approved Alternate:			
			Chicken of the Sea #7831 StarKist #16500			
			Starkist #10000			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			r dis per serving when applicable.			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			5 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7			
			Trans Fat grams			
			Portion Size(individual serving)			
			Portions Per Case			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			<b>v</b>			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
71	1800	CS	TACO SHELL BOWLS (0511190): Tortilla shell, bowl, whole grain rich. Ready to use, edible bowl, shaped to serve chili, salads, etc. Uniform in shape and size. Must provide two (2) grains as specified by the Child Nutrition Program. Each bowl should be packaged in a special corrugated sleeve and nested together to prevent breakage. Packed 144/case.			
			<u>Approved Brand(s) or Approved Alternate:</u> Edibowl #0512-8 Warnock Food Products #22350R			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ]Yes [ ]No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Portion Size(individual serving) Portions Per Case Ti and Hi Pallet Case Count Comments:			

ITEM       QTY       UNIT       DESCRIPTION       PORTION       PRICE:       PRICE       PRICE         72       8000       cs       FRUIT SLUSH, 100% FRUIT JUICE (0517470):       Fruit slush, made with 100% fruit juice, 4 oz. in tube or pouch form, shelf stable. Natural flavoring, no sugar added. Thaw and freeze capabilities with a shelf life up to twelve (12) months. Must provide ½ cup fruit per serving as specified by the Child Nutrition Program. Packed 96/4 oz. per case.       Approved Brand(s) or Approved Alternate:       Cool Topics, Rips:       Orange Mango #12003         Dragon Punch #12004-R4       Kiwi Strawberry #12002-R4       Lemonade #12005       Sour Apple #13006       Blue Raspberry #13001       Cherry Limeade #13007         Raspberry Passionfruit #13009       Kiwi \$1007       Raspberry Passionfruit #13009       Kiwi \$1007       Kiwi \$1007
Fruit slush, made with 100% fruit juice, 4 oz. in tube or pouch form, shelf stable. Natural flavoring, no sugar added. Thaw and freeze capabilities with a shelf life up to twelve (12) months. Must provide ½ cup fruit per serving as specified by the Child Nutrition Program. Packed 96/4 oz. per case.         Approved Brand(s) or Approved Alternate:         Cool Topics, Rips:         Orange Mango #12003         Dragon Punch #12004-R4         Kiwi Strawberry #12002-R4         Lemonade #12005         Sour Apple #13006         Blue Raspberry #13001         Cherry Limeade #13007         Raspberry Passionfruit #13009
Concord Grape #14501 Concord Berry #14502 White Grape Peach #14503 Hula Cooler PF-Orange Guava #14505 Mango Peach #14506 Tropical Trio #16001 Berry Berry Blue #16002 Wawona Frozen Foods: Peach Fruit Pop #049004-00 Please list all available flavors: 1

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams Portion Size (individual serving) Portions Per Case □	PRICE:	PRICE	PRICE:
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT				EXTENDED
	L'			PRICE:	PRICE	PRICE:
73	2000	CS	RAISINS, FLAVORED (0509161): U.S. Grade A, type II from sun-dried, sultana unseeded grapes, flavor infused. Raisins should be approximately three (3) crown and should contain no stems or cap stems. Product should be free from poorly developed, damaged, sugared, moldy, fermented, or decayed berries. It should also be free of insect infestation, dirt, foreign material, decay, grit, sand, shattered or damaged berries. Product should have minimal added sugars. Raisins should be individually packaged 1.3-1.5 oz. (1/4 cup fruit serving), equaling ½ cup fruit requirement as specified by the Child Nutrition Program. Packed 250/case.			
			Approved Brand(s) or Approved Alternate: Amazin' Raisin Orange #AA02A0A3E0 Sun-Maid: Tropical Punch #0405982000 Sour Blue Raspberry #0405983000 Sour Strawberry #0405986000 Sour Watermelon #0405987000 List available flavors: 1			
			<ul> <li>3□</li> <li>4□</li> <li>Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:</li> <li>High Fructose Corn Syrup [] Yes [] No</li> </ul>			
			Trans Fat grams Brand/Packed By Product/Brand # State Pack Size			
			Packages Per Case Ti and Hi Pallet Case Count Comments:			
	1 '	1		1	1	

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
74	1000	CS	FRENCH FRIES, POTATO STIX (0514321):			
			French fries, frozen, seasoned, ovenable, regular			
			moisture, straight cut potatoes, reduced sodium.			
			Must be grown in the Northwestern states of Idaho,			
			Oregon, Washington or South Dakota. One (1)			
			•			
			serving should provide ½ cup vegetable per Child			
			Nutrition Program. Product not to exceed 170 mg. of			
			sodium per serving. Packed 6/5 lbs. or 30 lbs. per			
			case.□			
			Approved Prend(a) or Approved Alternate:			
			<u>Approved Brand(s) or Approved Alternate:</u> McCain #1000007470□			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Portion Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION			EXTENDED
75	200		FOO AND CHEESE BREAKEAST DASTRIE MAC	PRICE:	PRICE	PRICE:
75	300	CS	EGG AND CHEESE BREAKFAST PASTRIE, WG (0517240): Whole Grain pastry that contains scrambled eggs and cheese. Each two (2) oz serving must provide one (1) oz meat/meat alternate and one (1) oz grain as specified in Child Nutrition Program. Product must not to exceed 400 mg of sodium. Packed 20 lbs. per case.□			
			No Approved Brand(s) or Approved Alternate:			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [ ] Yes [ ] No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Portion Size Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
		-			PRICE	PRICE:
76	3000	CS	MINI CALZONES, CHEESE (0516780):			
			Mini Calzones, frozen, whole grain rich, filled with a			
			low-fat mozzarella, Romano, and ricotta cheese			
			mixture and tomato sauce, frozen. One 5 oz. serving			
			should equate to approximately three (3) mini			
			calzones. Sodium must not exceed 570 mg. per			
			serving. Must provide two (2) meat/meat alternates			
			and two (2) grains as specified by the Child Nutrition			
			Program. Product must have a minimum shelf life of			
			3 months upon arrival to the warehouse.			
			•			
			Approved Brand(c) or Approved Alternate:			
			<u>Approved Brand(s) or Approved Alternate:</u> Albie's Foods Inc:			
			WG Cheese Calzone #816			
			Giorgio Foods:			
			Italian Style Mini Cheese Crescents #9074			
			S&F Foods:			
			Mini Cheese Calzone #9074BC			
			Please indicate below if your product contains High			
			Fructose Corn Syrup and/or the amount of Trans			
			Fats per serving when applicable:			
			High Fructose Corn Syrup [ ] Yes [ ] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Deals Size			
			State Pack Size			
			Dartian Siza			
			Portion Size			
			Portions Per Case			
			Ti and Hi Pallet Case Count			
			· · · · · · · · · · · · · · · · · · ·			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
77	700	CS	GARLIC BASIL, CHICKEN MEATBALLS W/ MOZZARELLA CHEESE (0516180): Fully cooked dark meat chicken meatballs. Italian meatballs to contain traditional Italian flavoring, seasoning and Mozzarella cheese. No breading or MSM permitted. No soy, egg or imitation cheese products allowed. Product to provide less than 350 mg of sodium and zero grams of trans fats per serving. Five Italian meatballs to provide 2 ounces of meat/meat alternative. Packed 20 lbs/case. <u>Approved Brand (s) or Approved Alternate:</u> Rich Chicks #91401 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [] Yes [] No Trans Fat grams			
			Brand/Packed By Product/Brand # State Pack Size Portion Size Portions Per Case Ti and Hi Pallet Case Count Comments:			

78       1000       CS       TURKEY BREAST STICKS (0517710):         All natural turkey, precooked, seasoned, Individually       Quick Frozen (IQF) sticks. Product must not exceed         190 mg of sodium per serving. Must provide one (1)       1000	ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
All natural turkey, precooked, seasoned, Individually Quick Frozen (IQF) sticks. Product must not exceed 190 mg of sodium per serving. Must provide one (1)					PRICE:	PRICE	PRICE:
bit       Definition of the control of the original should contain no allergens or gluten. Product should contain no allergens or gluten. Packed 30 lbs per case.         Approved Brand (s) or Approved Alternate:         Jennie O #207130         Please indicate below if your product contains High         Fructose Corn Syrup and/or the amount of Trans         Fats per serving when applicable:         High Fructose Corn Syrup []Yes[]No         Trans Fat grams         Brand/Packed By         Product/Brand #         State Pack Size         Portion Size         Portions Per Case         Ti and Hi Pallet Case Count         Comments:	78	1000	CS	All natural turkey, precooked, seasoned, Individually Quick Frozen (IQF) sticks. Product must not exceed 190 mg of sodium per serving. Must provide one (1) oz. meat/meat alternative per serving as specified by the Child Nutrition Program. The product should contain no allergens or gluten. Packed 30 lbs per case. <u>Approved Brand (s) or Approved Alternate:</u> Jennie O #207130 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes[]No Trans Fat grams Brand/Packed By Product/Brand # State Pack Size Portion Size Portions Per Case Ti and Hi Pallet Case Count			

### DRUG FREE WORKPLACE

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

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

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

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

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

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

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

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

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

Vendor's Signature



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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

#### (Read instructions on page two before completing certification.)

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

DATE

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

SIGNATURE

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 reprised or rateliation for price

expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <u>How to File a Program Discrimination Complaint</u> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

 $\ensuremath{\mathsf{USDA}}$  is an equal opportunity provider, employer, and lender.

## Instructions for Certification

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

### FORM P-002 Reference Release Form

(Name/ Title) give the Escambia County School District, Florida au performance.	(Name of Company) thorization to check our company's previous
Authorizing Signature:	
REFER	RENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	
REFEI	RENCE
COMPANY NAME	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS	
REFE	RENCE
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:

...

## USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

Signature of Vendor's Authorized Rep	esentative	
<u>R</u>		
Date	Title	

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

Signature of Authorized Sponsor Representative

Date

#### NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

being first duly sworn, deposes and says that:

RESPONDER is the

(Owner, Partner, Officer, Representative or Agent)

RESPONDER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said RESPONDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any RESPONDER, firm, or person to fix the price or prices in the attached Proposal or any other RESPONDER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other RESPONDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Notary Public (Signature)

My Commission Expires:

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

#### CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section

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

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

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

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

Initials of Each Signatory:

Florida Statutes

287.135

### VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Company Name:		
Vendor FEIN:		
Vendor's Authorized Represer	tative Name and Title:	
Address:		
City: Phone Number:	State:	Zip:
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:			· · · · · · · · · · · · · · · · · · ·	1107	27

who is authorized to sign on behalf of the above referenced company.

Print Name and Title:

## State of Florida

## Vendor Certification Regarding E-Verify

Respondent Vendor Name			
Vendor FEIN			
Vendor's Authorized Represent	ative Name and Title:		
Address			
City	State:	ZIP	
Phone Number:		-	
Email Address			

Contractor nereby certifies compliance with the following

Pursuant to § 448.095(2) Florida Statutes (2020) Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB) ECSD or ECSB may request or require evidence of registration with E- Verify Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontractors performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontractors performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8

U.S.C. § 1324a(h)(3) Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448,095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By:AUTHORIZED SIGNATURE	
Print Name and Title	
Date:	

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

- 1. 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).

#### PURCHASES / BUY AMERICAN

- a. The VENDOR shall retain title of all purchased food and nonfood items.
- b. The VENDOR shall purchase, to the maximum extent practical, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.
- c. The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- d. The VEDNOR may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- e. The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- f. The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.
- g. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the Buy American provision in 7 C.F.R. Part 250.
- h. The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- i. The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d) /and FNS Policy Memo SP 38-2017. The following must be documented for each approval:
  - i. Consideration made for the use of domestic alternative foods before approving an exception.
  - ii. The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
  - iii. The use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.

	Date:
Signature of Official (Executive D	irector) Authorized to Sign Application
	Date:
Signature of Official (Chief Financ	cial Officer) Authorized to Sign Application
Name of Grantee (Sponsor Name	e)
Title of Grant Program (NSLP or S	SESDI
The of Grant Program (NOE) of C	

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name. address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act. as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<ol> <li>Type of Federal Action:         <ul> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul> </li> </ol>	b. initi	ederal Action: offer/application al award t-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date of last report	
4. Name and Address of ReportPrimeSubawar Tier			g Entity in No. 4 is Subawardee, e and Address of Prime:	
Congressional District, if known:		Congressiona	I District, if known:	
6. Federal Department/Agency:		7. Federal Program Name/Description:		
		CFDA Number	, if applicable:	
8. Federal Action Number, if kno	wn:	9. Award Amo	ount, if known:	
10. a. Name and Address of Lot (if individual, last name, first		(including a	<b>Performing Services</b> ddress if different from No. 10a) first name, MI):	
11. Information requested through this by Title 31 U.S.C. Section 1352. This lobbying activities is a material repres- which reliance was placed by the tier transaction was made or entered into. required pursuant to 31 U.S.C. 1352. be reported to the Congress semi-anr available for public inspection. Any pe the required disclosure shall be subjec not less than \$10,000 and not more th each such failure.	disclosure of entation of fact upon above when this This disclosure is This information will hually and will be erson who fails to file of to a civil penalty of an \$100,000 for	Print Name:	Dute: Authorized for Local Reproducti	

# AD-1049 ATTACHMENT M



## Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – For Grantees Other Than Individuals

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as arrended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L.100-690. Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 CFR Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011. in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

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

### (Read instructions on page three before completing certification.)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 2. Establishing an ongoing drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
  - 4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
  - 5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code)						
Check if there are workplaces on file that are not identified here.						
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME					
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)						
SIGNATURE	DATE					

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture. Office of the Assistant Secretary for Civil Rights. 1400 Independence Avenue. SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program intakeousds.gov.

USDA is an equal opportunity provider, employer, and lender.

## Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2 in accordance with these instructions.
- (2) The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee must inform the agency of the change(s). If it previously identified the workplaces in question, see instruction (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. §812, and as further defined by 21 CFR §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).