

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

BID NUMBER:

250102

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT

POSTING DATE:

PROCUREMENT DEPARTMENT CONTACT & TELEPHONE: Allison Watson (850) 469-6120 awatson@ecsdfl.us

BID TITLE:

July 16, 2024

Condiments, Spices, and Staples

BID OPENING DATE & TIME Wednesday, August 7, 2024, 1:30 PM CST

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

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School District's 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 (FE	EIN):				
TELEPHONE NUMBER: (E	EXT:)	FACSIMILE NUMBER:		
EMAIL:					
HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL	DISTRICT W	EBSIT	E BIDNET	DEMAND STAR	PRIME VENDOR
OTHER(PLEASE SPECIFY) MINORITY/DISABLE	ED SERVICE VETERAN	SUPPLIER
I CERTIFY THAT THIS BID IS MADE WITH ANY OTHER BIDDER SUBMITTING A BID FO IS IN ALL RESPECTS FAIR AND WITHOU CONDITIONS OF THIS BID AND CERTIFY TH CERTIFY THAT I UNDERSTAND THAT FAI ENTIRE BID PACKAGE, AND/OR FAILURE IN A DETERMINATION THAT THE BID IS NO	DR THE SA IT COLLU HAT I AM A LURE ON TO RETUR	AME I SION AUTH MY I RN AN	MATERIALS, SUPPI OR FRAUD. I AG IORIZED TO SIGN T PART AS THE BIDI NY OF THE ITEMS L	Lies, Equipmen ⁻ Ree to abide This bid for the Der to return	FOR SERVICES, AND TO ALL TERMS AND E BIDDER. I FURTHER ALL PAGES OF THE
AUTHORIZED SIGNATURE:			TYPED OR PRINTED NAME:		
TITLE:		I	DATE:		

9500-PUR-029 (rev Jan 2004)

I. INTRODUCTION

The purpose of this solicitation is to enter into a purchase agreement for condiments, spices, and staples for school cafeterias throughout the Escambia County School District (ECSD) for the period beginning October 1, 2024 through September 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 October 1, 2025 through September 30, 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	Tuesday, July 16, 2024
Deadline for Questions (See Page 2, Section I.)	Friday, July 19, 2024
Answers to Questions Posted and Addendum Issued If Needed (See Page 2, Section I)	Wednesday, July 24, 2024
ITB Opening (See Page 1)	Wednesday, August 7, 2024
ITB Evaluation	Tuesday, August 20, 2024
School Board Approval	Tuesday, September 17, 2024
Agreement Start Date	Tuesday, October 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, July 26, 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 #250102." If planning to send samples, the sample form and instructions will posted the Procurement website be on at https://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 **Friday, July 19, 2024, 4:00 PM, Central Standard Time**. Any changes in the specifications contained in this bid will be made by Addenda. Any Addenda issued concerning this bid will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions

received concerning this solicitation will be posted by close of business **Wednesday**, **July 24**, **2024**. The direct link to the Bid Activity Section of the District website is listed below:

https://escambiaschools.org/Page/1048

All inquiries should be sent to:

Allison Watson, Director Procurement Department Escambia County School District 75 N. Pace Blvd. Pensacola, FL 32505 Email: <u>awatson@ecsdfl.us</u>

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: https://escambiaschools.org/Page/1048 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 Procurement Office and are also posted to the School District's Procurement website address at: <u>https://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 1 109). 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. <u>Failure to return this form will result in your Bid not being accepted</u>.
- 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 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. <u>Failure to return this form will result in your Bid not being accepted.</u>
- 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. Failure to return this form will result in your Bid not being accepted.
- 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. <u>Failure to return this form will result in your Bid not being accepted.</u>
- 12. VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LIST: This form (Attachment G) must be initialed and returned with your bid. Failure to return this form will result in your Bid not being accepted.
- 13. **VENDOR CERTIFICATE REGARDING E-VERIFY:** This form (Attachment H) must be signed and returned with your bid. <u>Failure to return this form may result in your Bid not being accepted</u>.
- 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. <u>Failure to return this form may result in your Bid not being accepted.</u>
- 15. **PURCHASES/BUY AMERICAN:** By submitting a Bid, Vendor agrees to comply with this form (Attachment J). It must be returned with your Bid. <u>Failure to return this form may result in your Bid</u> 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. <u>Failure to return this form may result in your Bid not being accepted</u>.
- 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. <u>Failure to return this form may result in your Bid not being accepted</u>.
- 18. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) Bid #250102

ALTERNATIVE I: By submitting a Bid, Vendor agrees to comply with this form (Attachment M). It must be returned with your Bid. <u>Failure to return this form may result in your Bid not being accepted</u>.

- FLORIDA AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES: This form (Attachment N) must be signed and returned with your bid. Failure to return this form may result in your Bid not being accepted.
- C. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services 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/. 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 October 1, 2024, through September 30, 2025, upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall begin on October 1, 2025 through September 30, 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, spices would be one (1) lot.

- H. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- I. ALTERNATE PRODUCTS: The District pre-approves products in student taste tests prior to bid evaluation (see paragraph 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)].

14. 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.

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:
 - 1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.
 - 2. The markings shall be located in the following sequence on one end of the container:
 - a. <u>Upper left hand area.</u> The true name of the product, Institutional Meat Purchasing Specifications (IMPS), and the product item description number.
 - b. 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. All shelf-stable goods delivered to the ECSD Warehouse must, at a minimum, have a shelf life of six (6) months. 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
	400	h ~		PRICE:	PRICE	PRICE:
1	100	bg.	FLOUR, WHITE WHOLE WHEAT (0505191): Flour, whole wheat. A high quality flour milled from a			
			selected blend of 100% white whole wheat, chosen			
			for optimum baking characteristics and performance.			
			The product shall have a clean, creamy white color			
			and shall be free of rancid, bitter, musty or other undesirable flavors or odors. It shall also be free of			
			all types of foreign material as can be achieved			
			through good manufacturing practices. The			
			chemical composition will include a maximum of			
			14.0% moisture, 10.8% protein (+/- 0.03 %), less than			
			1.5% ash, about 2% fat and approximately 75% starch. The flour should contain niacin, iron, thiamin,			
			riboflavin and folic acid. Flour should be packed in			
			five (5) lb. bags.			
			NOTE: Flour that would produce a quality cake and			
			bread product.			
			Accepted Brand(s) or Approved Alternate:			
			Bob's Red Mill WG #0505191			
			Bob's Red Mill #10039978533002			
			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			
			Draduct/Brand #			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
			B14 #050400			
			Bid #250102 Page 15 of 109			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
2	50	bg.	FLOUR, ALL PURPOSE (0505180):			
			Flour, all purpose. A high-quality bleached patent			
			flour milled from a selected blend of hard red winter			
			wheat, chosen for optimum baking characteristics			
			and performance. The product shall have a clean,			
			bright creamy white color, free of bran specks and			
			shall be free of rancid, bitter, musty or other			
			undesirable flavors or odors. It shall also be as free			
			of all types of foreign material as can be achieved			
			through good manufacturing practices. The			
			chemical composition will include a maximum of			
			14.0% moisture, 10.8% protein (+/-0.03%), less than			
			0.5% ash, about 1% fat and approximately 75%			
			starch. The flour shall consist of bleached wheat			
			flour and malted barley flour and shall be enriched			
			with niacin, iron, thiamin mononitrate, riboflavin and			
			folic acid. It must be aged for 8 to 10 weeks and shall be packed in ten (10) lb. bags.			
			shall be packed in ten (10) ib. bags.			
			NOTE: Flour that would produce a quality cake and			
			bread product.			
			Accepted Brand(s) or Approved Alternate:			
			No Approved Brand(s)/Samples Required			
			Discos indicate holes: if your andust contains			
			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 #250102			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
3	450	I		PRICE:	PRICE	PRICE:
3	150	bg.	CORN BREAD MIX (0506200): Corn meal mix, high quality, milled from a selected			
			blend of corn meal and whole wheat flour, chosen for			
			optimum baking characteristics and performance.			
			The product shall have a clean, yellow color and shall be free of rancid, bitter, musty or other			
			undesirable flavors or odors. It shall also be free of			
			all types of foreign material as can be achieved			
			through good manufacturing practices. The chemical			
			composition will include a maximum of 14.0% moisture and 8 % protein (+/-0.03%). The corn bread			
			mix should contain niacin, iron, thiamin, riboflavin			
			and folic acid. Corn bread mix should not require			
			additional ingredients beyond water, milk, egg, or oil to achieve corn bread product. Corn bread mix			
			should be packed in five (5) lb. bags.			
			Accepted Brand(s) or Approved Alternate:			
			Pioneer WG #212643			
			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:			
L	I	I	Bid #250102	1		

4 1300 cs. BREADSTICK, WHOLE GRAIN (0516642): Breadstick, frozen, made with whole wheat flour. The first ingredient must be whole wheat, may be garlic flavored. Each breadstick must provide a minimum of one (1) oz. of grain and no more than two (2) oz. as specified by the Child Nutrition Program. Breadsticks must be able to be heated from both a thawed and frozen state. Cooking from frozen state should take no longer than fifteen (15) minutes. Approximately 144-240 per case. Accepted Brand(s) or Approved Alternate: Bakecrafters #1638 Bridgeford #6621 Cyrll's Foods #40023 Cole's Garlic Twisted #000832 Cole's Garlic Twisted #000832 Cole's #000833 Flowers Bakeries #99887170 Good Source #G588320 New York Bakery(T. Marzetti #15021 Pierre/Advance #133907 Please indicate below if your product contains High Fructose Corn Syrup []Yes[]No Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes[]No Trans Fat High Fructose Corn Syrup []Yes[]No Trans Fat grams Estimate based on 220/case quantity. Brand/Packed By Product/Brand # State Pack Size	ITEM	QTY	UNIT	DESCRIPTION	PORTION		
Packages Per Case	4	1300	CS.	Breadstick, frozen, made with whole wheat flour. The first ingredient must be whole wheat, may be garlic flavored. Each breadstick must provide a minimum of one (1) oz. of grain and no more than two (2) oz. as specified by the Child Nutrition Program. Breadsticks must be able to be heated from both a thawed and frozen state. Cooking from frozen state should take no longer than fifteen (15) minutes. Approximately 144-240 per case. Accepted Brand(s) or Approved Alternate: Bakecrafters #1638 Bridgeford #6621 Cyril's Foods #40023 Cole's Garlic Twisted #000832 Cole's Garlic Twisted #000832 Cole's Garlic Twisted #000832 Cole's Moundas3 Flowers Bakeries #99887170 Good Source #G588320 New York Bakery/T. Marzetti #15021 Pierre/Advance #133907 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 220/case quantity. 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:
5	1200		BREADSTICK, CHEESE FILLED (0516640): Breadsticks, frozen, whole grain rich, filled with reduced-fat mozzarella cheese. One stick should provide one (1) grain and one (1) meat/meat alternate per serving as specified by the Child Nutrition program. Product should have no more than 6 g. of fat and 250 mg. of sodium or less per stick. Product should have at least a 72-hour shelf life when refrigerated. Product should be packed 72–200/case. Please list all available flavors: 1	PRICE:		
			1		1	1

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
6	1500	CS.	BISCUITS, WHOLE GRAIN, LARGE (0517290):			
			Biscuits, whole grain rich, frozen, ready to cook			
			(oven rise), easy split. Unit weight ranging from 2.2			
			- 2.6 oz. Product should contain zero trans fats.			
			Whole wheat flour must be listed before enriched			
			bleached flour on the ingredient list. Must provide			
			two (2) grains per serving as specified by the Child			
			Nutrition Program. Packed 180-220 per case.			
			<u>Accepted Brand(s) or Approved Alternate:</u> Bake Crafters #1023			
			Bridgeford #6270 Pillsbury #32268-4			
			Rich's #13457			
			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 216/case quantity.			
			Brand/Packed By			
			Brand/Facked By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION		UNIT	EXTENDED
<u> </u>	4==			PRICE:	PRICE	PRICE:
7	150	CS.	STUFFING MIX, WHOLE GRAIN (0502301):			
			Stuffing mix, whole grain rich. Stuffing made of crumbs to consist of a variety of herbs and			
			seasonings. Preparation to include adding hot water			
			to mixture. Shelf life of one year. Sodium not to			
			exceed 350 mg. per 1/2 cup serving. One serving			
			must provide one (1) grain as specified by the Child			
			Nutrition Program. Packed 12/28 oz./case.			
			Accepted Brand(s) or Approved Alternate:			
			Kent Precision Foods #T530-C1190			
			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			
			Dianu/Facked 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:
8	20	CS.	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. Product must be fresh with a minimum shelf life of 6 months. Packed 12/42 oz. per case. <u>Accepted Brand(s) or Approved Alternate:</u>	PRICE:		
			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:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
9	QTY		DESCRIPTION GRITS (0506131): Grits, white hominy made from corn. Must contain niacin, iron, thiamin, riboflavin and folic acid. The product should have a clean, white color and shall be free of rancid, bitter, musty or other undesirable flavors or odors. It shall also be free of all types of foreign material as can be achieved through good manufacturing practices. Packed in five (5) lbs. bags. Accepted Brand(s) or Approved Alternate: Quaker #1142470 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 # Packages Per Case Ti and Hi Pallet Case Count Tomments:	PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
10	1500	CS	GRAHAM SNACKS, WHOLE GRAIN (0505250): Graham snacks, whole grain rich, should provide no more than 35% of calories from total fat, no more than 10% of calories from saturated fat, and be no more than 35% sugar by weight. The cookie can have up to one (1) gram of saturated fat even if calories from saturated fat exceed the limit of 10% of total calories. Zero (0) trans fat. Individually portioned one (1) oz. graham snacks. Must meet one (1) grain per serving as specified by the Child Nutrition Program. Packed 150-300/cs. <u>Accepted Brand(s) or Approved Alternate:</u> Annies Honey Bunny #600236000 Annies Honey Chocolate #600237000 J & J/Jungle Crackers #039085 J & J/Cinnamon Belly Bears #056072 J & J/Chocolate Belly Bears #056070 J & J/Vanilla Dot #56073 J & J/Vanilla Dot #56073 J & J/Vanilla Dot #56075 Kellogg's/Keebler #30100-50689 Kellogg's/Keebler #30100-91822 MJM Super Bear Chocolate #402001 MJM Super Bear Apple Cinnamon #403001 MJM Honey Graham #300151 MJM Cinnamon Graham #308151 Pepperidge Farms Goldfish, French Toast #25082 Pepperidge Farms Goldfish, Cats & Honey #26829 Skeeter/Cinnamon Grahams #03114N Skeeter/Chocolate #03175N Skeeter/Honey #03176N			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
	y		Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fat grams Estimate based on 200/case. Brand/Packed By			
			Product/Brand # D18 State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	
	QTY	CS.	PRETZELS, SOFT, WHOLE GRAIN, JUMBO (0517050): Pretzel, soft, whole grain rich, jumbo, twist pretzel, pre-baked and frozen. Pretzels should be unsalted and packed with a 10 oz. bag of salt for sprinkling prior to heating. Each "all natural" pretzel should be a minimum of 2 oz. and should be made from whole wheat flour, water, yeast, vegetable shortening, and with no added sugar, preservatives or additives. Product must not exceed 200 calories and 230 mg. sodium per 1 oz. serving. Total fat may not exceed 35% of total calories and saturated fat may not exceed 30% of total calories. Pretzel must contain no more than 0.5 grams of trans fat. Sugar may not exceed 35% of weight from total sugars in the item. Final product must be golden brown in appearance when cooked. Packed one hundred (100) or more per case. Accepted Brand(s) or Approved Alternate: J&J SuperPretzel #30110 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 100/case quantity. Brand/Packed By Product/Brand # Packages Per Case Ti and Hi Pallet Case Count Comments:	PRICE:	EXTENDED PRICE:
			Bid #250102 Page 26 of 109		

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
12	QTY 150	bg.	DESCRIPTION SUGAR, GRANULATED (0511171): Sugar, granulated. 100% cane sugar with less than 3% of particles by weight retained on # 20 U. S. sieve and less than 5% "fines" passing through a #100 U. S. sieve. Clean, sweet flavor free of any off flavors or odors. Packed in five (5) lb. poly-lined bags. Accepted Brand(s) or Approved Alternate: Domino #4061396 Monarch #6395610 Sysco #4061396 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 Brand/Packed By Product/Brand #	PRICE:	-	

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
13	300		SUGAR, LIGHT BROWN (0511161): Sugar, light brown. 100% cane sugar has a nutty, caramel flavor, natural moistness and subtle molasses flavor. Packed 24 lbs. per master case containing 12 - 2 lb. poly bags or 24–1 lb. poly bags. Accepted Brand(s) or Approved Alternate: Domino #0034680 Domino #10049200057800 Florida Crystal #00075799251007 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fat grams Estimate based on 12 - 2 lb bags/cs. quantity. Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:	PRICE:		

ITEM	QTY	UNIT	DESCRIPTION		
14	50	CS.	SWEETENER, ARTIFICIAL (0511182): Sweetener, artificial. Granulated sugar substitute for hot and cold beverages. Each premeasured packet will have the equivalent of two teaspoons of sugar. Packed 1,000 to 3,000 packets per carton. Accepted Brand(s) or Approved Alternate: Sweet 'N Low #3136199 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 1000/case quantity. Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:	PRICE	PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
15	400	CS.	COOKIE DOUGH, REDUCED FAT, WHOLE GRAIN, FROZEN (0517081, 0517121, 9517370): Frozen cookie dough, whole grain rich, pre-formed, gourmet style. Made from fresh, natural ingredients with a limited amount of artificial flavors. Cookie dough should be available in a wide variety of traditional flavors suitable for sell to middle and high school students. All varieties should be made from whole wheat flour, brown and/or white sugar, margarine, butter, eggs, and other ingredients for each variety. Cookie dough should be 30% less total fat, 10% or less saturated fat and 0 % trans fat. Flavor variety to include chocolate chip, oatmeal raisin, a candy containing cookie, sugar, and/or brownie cookie. All varieties should be packed approximately 1- 1.85 oz. and should be packed approximately 180-324 cookies in a 16-20 lb. net weight master case. Serving must meet one (1) grain equivalent as specified by the Child Nutrition Program. List Available Flavors: 1		PRICE	PRICE:
			brownie cookie. All varieties should weigh approximately 1- 1.85 oz. and should be packed approximately 180-324 cookies in a 16-20 lb. net weight master case. Serving must meet one (1) grain equivalent as specified by the Child Nutrition Program. List Available Flavors: 1			
			Bonzers: Chocolate Chip #91301 Chocolate Chocolate Chip #91326 Carnival #91335 J & J Snack Foods / Redi - Bake: Chocolate Chip #04931 Frozen Candy #14922 Double Choco Chip Frozen #14924			

ITEM	QTY	UNIT	DESCRIPTION	PORTION		
			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 180/case quantity.	PRICE:	PRICE	PRICE:
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
16	600	CS.	COOKIE DOUGH, THEMED (0517370): Cookie Dough, whole grain rich. Frozen, themed cookie dough, pre-formed. Cookie to be at least 1.2 oz. and have whole wheat flour listed as first ingredient. Must provide a variety of "themed" or "holiday" cookies. Minimum shelf life of 365 days. Packed 144 per case. Please list available shapes: 1		PRICE	PRICE:
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY UNIT	DESCRIPTION		UNIT	EXTENDED
			PRICE:	PRICE	PRICE:
17	80 Cs.	POULTRY GRAVY MIX, LOW SODIUM (0502120): Poultry gravy mix base that contains wheat flour, food starch and natural poultry flavoring. Product should be prepared by adding water only, and produce a golden broth style gravy. Product not to exceed 220 mg. of sodium per ¼ cup serving. Product should be shelf-stable in dry ambient temperature for 1 year. Packed 6/13 oz. or 8/15 oz. pouches per case. Accepted Brand(s) or Approved Alternate: Diamond Crystal/Chef's Companion Poultry Gravy #57773 Shawnee Mills Fat Free Poultry Gravy #307613817 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 6/13 oz. pouches or 8/15 oz. pouches per case quantity.		PRICE	PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
18	80	CS.	POULTRY GRAVY MIX (0502120):			
			Poultry gravy mix base that contains wheat flour,			
			food starch and natural poultry flavoring. Product			
			should be prepared by adding water only, and			
			produce a golden broth style gravy. Product not to			
			exceed 450 mg. of sodium per ¼ cup serving.			
			Product should be shelf-stable in dry ambient			
			temperature for 1 year. Packed 6/13 oz. pouches per case or 20 oz. plastic containers.			
			case of 20 oz. plastic containers.			
			Accepted Brand(s) or Approved Alternate:			
			McCormick #52100734620			
			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 6/13 oz. pouches per case quantity.			
			quantity.			
			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	80	CS.	BROWN GRAVY MIX, LOW SODIUM (0502120): Brown gravy mix base that contains whole wheat flour, food starch and natural flavorings. Product should be prepared by adding water only, and produce a brown broth style gravy. Product not to exceed 140 mg. of sodium per ¼ cup serving. Product should be shelf-stable in dry ambient temperature for one (1) year. Packed 6/13 oz. or 8/14 oz. pouches per case. Accepted Brand(s) or Approved Alternate: Shawnee Mills WG Low Sodium Brown Gravy #307525813 Diamond Crystal/Chef's Companion Brown Gravy #57774 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 6/13 oz. or 8/14 oz. pouches per case quantity. Brand/Packed By Product/Brand # Packages Per Case Ti and Hi Pallet Case Count Ti and Hi Pallet Case Count Comments:		PRICE	PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
20	80	CS.	BROWN GRAVY MIX (0502120): Brown gravy mix base that contains whole wheat flour, food starch and natural flavorings. Product should be prepared by adding water only, and produce a brown broth style gravy. Product not to exceed 450 mg. of sodium per ¼ cup serving. Product should be shelf-stable in dry ambient temperature for one (1) year. Packed 6/13 oz. pouches per case or 21oz. plastic containers. Accepted Brand(s) or Approved Alternate: McCormick #52100734613 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 6/13 oz. pouches per case quantity. Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:	PRICE:	PRICE	PRICE:

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
21	900	CS	LOW SODIUM BROTH (New Item, No ID #): Low sodium vegetabe or meat-based broth. Product should contain no more than 140 mg. of sodium per serving. Minimum shelf life of 1 year. Pack 10- 15/32 oz. cartons/case.		PRICE	
			<u>Accepted Brand(s) or Approved Alternate:</u> No Approved Brand(s)/Samples Required 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		
22	200	CS.	ORANGE SAUCE (0512160): Orange sauce, shelf-stable or frozen . Orange sauce ingredients should include soy sauce, orange juice, sugar and vinegar. Product should be ready to use or heat and serve. Preference will be given to shelf-stable product. Flavor profile should resemble that of a product used in Asian restaurants. Product should contain no more than 140 mg. of sodium per two (2) Tbsp. serving. Packed in 4/5 lb., 5/6 lb., or 15/2 lb. plastic containers/cs.	PRICE	PRICE:
			Accepted Brand(s) or Approved Alternate: Shelf Stable: Kikkoman's Orange Sauce #01576 Frozen: Asian Food Solutions Tangerine Sauce #92001 Chef's Corner #OFC-2171 JTM Hunan Orange Sauce #73420 MINH/Schwan's Less Sodium Orange Sauce #69143 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 Estmate based on 20 lb. case quantity.		
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:		
			Bid #250102		

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ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
ITEM 23	QTY	UNIT CS.	DESCRIPTION SWEET AND SOUR SAUCE (0512100): Sweet and sour sauce or "duck sauce", shelf-stable or frozen. Ingredients should include water, vinegar, tomato paste, soy sauce and other spices. Product should be ready to use or heat and serve. Preference will be given to shelf-stable product. Flavor profile should resemble that of a product used in Asian restaurants. Product should contain no more than 100 mg. of sodium per two (2) tbsp. serving. Packed in 4/5 lb., 5/6 lb., or 15/2 lb. plastic containers/cs. Accepted Brand(s) or Approved Alternate: Shelf-Stable: Kikkoman's Low Sodium Sweet & Sour Sauce #01656 Minor's Sweet & Sour Sauce #8501534 Frozen: MINH/Schwan's Less Sodium Sweet & Sour Sauce #01656 Minor's Sweet & Sour Sauce #73460 Chef's Corner Cherry Blossom Sauce #92005 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 a 30 lb. case quantity. Brand/Packed By Product/Brand # State Pack Size Packages Per Case	PRICE:		
			Ti and Hi Pallet Case Count			
			Comments:			
			Bid #250102 Page 39 of 109			

ITEM	QTY	UNIT	DESCRIPTION			
ITEM 24	QTY 350	UNIT CS.	DESCRIPTION TERIYAKI SAUCE (0512110): Teriyaki sauce, shelf-stable or frozen. Teriyaki sauce ingredients should include water, soy sauce, molasses and other spices. Product should be ready to use or heat and serve. Preference will be given to shelf-stable product. Flavor profile should resemble that of a product used in Asian restaurants. Product should contain no more than 290 mg. of sodium per two (2) Tbsp. serving. Packed in 4/5 lb. or 5/6 lb. plastic containers/cs. Accepted Brand(s) or Approved Alternate: Shelf-Stable: Kikkoman's Less Sodium Teriyaki Glaze #01657 Frozen: JTM Sweet Teriyaki Sauce #73470 MINH/Schwan's Less Sodium Teriyaki Sauce #69144 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [] Yes [] No	PRICE:	UNIT PRICE	EXTENDED PRICE:
			Trans Fat grams Estimate based on a 30 lb. case quantity. Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments: Bid #250102			

25 200 cs. KUNG PAO SAUCE (0512130): Kung Pao sauce, shelf-stable or frozen. Kung Pao sauce ingredients should include water, vinegar, tomato paste, soy sauce, toasted sesame oil, hoisin and other spices. Product should be given to shelf-stable product. Flavor profile should resemble that of a product used in Asian restaurants. Product should contain no more than 240 mg. of sodium per two (2). Tbsp. serving. Packed in 4/5 lb. or 5/6 lb. plastic containers/cs. Accepted Brand(s) or Approved Alternate: Shelf-Stable: Kikkoman's Thai Style Chili Sauce #01546 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 lb. case quantity. Brand/Packed By Product/Brand # Product/Brand #
State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
26	100		WORCESTERSHIRE SAUCE (0507120): Worcestershire sauce made from distilled vinegar, water, molasses, corn syrup and salt. Product not to exceed 60 mg. of sodium per one (1) tbsp. serving. Packed one (1) gallon plastic containers.			
			Accepted Brand(s) or Approved Alternate: Cajun Chef #25900 Southern Classic #11007310			
			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:
27	4000	CS.	HOT SAUCE, INDIVIDUAL (0507200): Hot sauce should be a mixture of hot pepper, vinegar and salt. Individual 7-12 gram packs. 200- 1000 packs per case.			
			Accepted Brand(s) or Approved Alternate: C.F. Sauer #06317 Heinz Chamula #80049733091073 Heinz Red Devil Sauce # 712400 Tabasco # 714100 Texas Pete Hot Sauce #44923			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No Trans Fat grams			
			Estimate based on 200/case quantity.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
28	4,000	CS	LOW SODIUM MARINARA SAUCE (0505200): Marinara sauce with a stong italian spice profile. Smooth sauce with tomato pieces. Product not to exceed 140 mg. of sodium per serving. Packed 6/#10 cans per case.			
			Heinz #01046 Red Gold #RPKNA9E 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		
29	4000	CS.	MARINARA SAUCE (0505200): Marinara sauce with a strong Italian spice profile. Smooth sauce with tomato pieces. Product not to exceed 500 mg. of sodium per serving. Packed 6/#10 cans per case.	PRICE	PRICE:
			<u>Accepted Brand(s) or Approved Alternate:</u> Angela Mia/Hunts #2700039125 Red Gold #RPKNA99		
			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
30	1200	CS.	BBQ SAUCE, INDIVIDUAL POUCH (0507320): BBQ sauce, individual pouch should be a brownish red sauce with a smoky, moderate to slightly sweet tomato flavor. Ingredients include tomato puree, high fructose corn syrup, sugar, distilled vinegar, salt, modified food starch and less than 2% of spices, molasses, hickory smoky flavor, onion powder, garlic powder, tamarind, natural flavor, chili pepper. Product not to exceed 160 mg. of sodium per packet. Individual twelve (12) gram packs. Packed 200-205 packs per case.		PRICE	PRICE:
			Accepted Brand(s) or Approved Alternate: C.F. Sauer #06378 Kraft #10021000664778 RED #OA1Z 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 204 pks. per case quantity. Brand/Packed By Product/Brand # State Pack Size Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
ITEM 31	QTY	UNIT CS.	DESCRIPTION SALSA, CANNED (0502393): Salsa, canned. Ingredients shall consist of peeled tomatoes, tomato puree, fresh or dried onions, fresh green chili peppers, and fresh jalapenos properly ripened and wholesome. Spices and condiments shall include no more than 1.5% salt, vinegar, and any mixture of green peppers, cilantro, cumin, coriander, zanthum gum, flavorings or modified starch. Flavor and odor shall be free of off flavors, with no bitter, burnt, sour or excessively hot taste. Salsa will have the appearance of a uniform diced texture with dices of no less than 3/8" cube and no more than 1/2" cube for the tomatoes; 1/4" to 1/2" dice for onions; no excess liquid media or weeping. A minimum drained weight of 65.0 ounces per #10 can. No individual container shall have a net weight less than 104.5 ounces per #10 can. Packed 6/#10 cans per case. State MDW: oz. Accepted Brand(s) or Approved Alternate: Red Gold # REDSC99 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 #	PRICE:		
			Bid #250102 Page 47 of 109			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
32	QTY		DESCRIPTION SALSA, DIPPING CUP, LOW SODIUM (0507350): Salsa, made from tomatoes. Texture should be chunky with crisp vegetable pieces and contain tomato, onion and garlic notes. Flavor and odor shall be free of off flavors without bitter, burnt, sour or excessively hot taste; flavor should have a mild taste. Must provide ½ cup red/orange vegetable serving as specified by the Child Nutrition Program. Product not to exceed one hundred (100) mg. of sodium per cup. Packed 84/3.0 oz. or 168/3.0 oz. cups per case. Accepted Brand(s) or Approved Alternate: Red Gold #REDSC2ZC84 Red Gold #REDSC2 Brand/Packed By Product/Brand # <t< td=""><td>PRICE:</td><td></td><td></td></t<>	PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
33	QTY 175	cn.	DESCRIPTION CINNAMON, GROUND (0510251): Cinnamon, the dried, ground inner bark of a laurel tree or shrub native to the East Indies and Southeast Asia. Product should be pale copper in color and have a flavor and aroma of typical cinnamon, with warm and sweet notes. Chemical requirements include a minimum of 3.0% volatile oil and a maximum of 10.0% moisture. Product should be pure; i.e., containing no additives and should be packed in 14–18 oz. cans. Accepted Brand(s) or Approved Alternate: McCormick/Spice Classics #900029962 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 oz. can quanity. Brand/Packed By Product/Brand # Packages Per Case Ti and Hi Pallet Case Count Ti and Hi Pallet Case Count	PRICE:		

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
34	500		GARLIC, GRANULATED (0510340): Garlic, premium grade, uniformly granulated, processed from specially developed pungent varieties of dehydrated garlic. Light brown in color, with a flavor and aroma of typical garlic. Chemical requirements include a maximum of 6.0% moisture with a maximum of 12.5% hot water insoluble. Product should be pure, i.e., containing no additives and should be packed in one (1) lb. or twenty-six (26) oz. cans. Accepted Brand(s) or Approved Alternate: McCormick/Spice Classics #900223226	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 26 oz. can quanity.			
			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
35	96	cn.	PARSLEY, FLAKES (0510660):	PRICE:	PRICE	PRICE:
- 55	90	CII.	Parsley flakes. The leaf portion of freshly harvested			
			parsley which has been washed, trimmed, diced,			
			dried and size classified. Chemical requirements include a maximum of 4.5% moisture. Product			
			should be pure, i.e., containing no additives and			
			should be packed in 8 - 16 oz. cans.			
			Accepted Brand(s) or Approved Alternate:			
			C.F. Sauer #01202			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of			
			Trans Fats per serving when applicable:			
			High Fructose Corn Syrup[]Yes[]No			
			Trans Fat grams			
			Estimate based on 16 oz. can quantity.			
			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	250	cn.	PEPPER, BLACK, GROUND (0510690):			
			Black pepper, dried, finely ground. Should come			
			from an immature whole fruit from the perennial vine			
			of East Indian origin commonly known as a pepper			
			plant. Chemical requirements include a minimum of			
			1.76% volatile oil and a maximum of 12.0% moisture.			
			Product should be pure, i.e., containing no additives			
			and should be packed in 16 - 18 oz. cans.			
			Accepted Brand(s) or Approved Alternate:			
			C.F. Sauer #052500009366			
			Spice Classic/McCormick #900223221			
			Please indicate below if your product contains			
			High Fructose Corn Syrup and/or the amount of			
			Trans Fats per serving when applicable:			
			State State State			
			High Fructose Corn Syrup [] Yes [] No			
			Trans Fat grams			
			Estimate based on 18 oz. can quanity.			
			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
07	E0			PRICE:	PRICE	PRICE:
37	50	CS.	PEPPER, BLACK, GROUND, INDIVIDUAL (0510721):			
			Black pepper, dried, finely ground. Should come			
			from an immature whole fruit from the perennial vine			
			of East Indian origin commonly known as a pepper			
			plant. Chemical requirements include a minimum of 1.76% volatile oil and a maximum of 12.0% moisture.			
			Product should be pure, i.e., containing no additives			
			and should be packed in single-serve, envelope-type			
			pepper packet. 1,000 to 3,000 per case.			
			Accepted Brand(s) or Approved Alternate:			
			Dixie/Diamond Crystal #14462			
			Flavor Fresh/Diamond Crystal #14481			
			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 3000/case quanity.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			` Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			
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ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
ITEM 38	QTY	UNIT cn.	CHILI POWDER, DARK (0510220): Chili powder, a blend of chili peppers, cumin, oregano, salt, and garlic with no more than 2% silicon dioxide added as an anti-caking agent. Product should be dark reddish brown in color with a flavor/aroma of typical chili powder with sweet/hot notes. Chemical requirements include a maximum of 12.0% moisture and 8.0% ash. Product should be pure, i.e., containing no additives and should be packed in one (1) lb. cans. Accepted Brand(s) or Approved Alternate: C.F. Sauer #01066 Monarch #0760116 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 quanity. Brand/Packed By Product/Brand #	PRICE:	UNIT PRICE	EXTENDED PRICE:
			State Pack Size Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
39	QTY 50		DESCRIPTION SWEET AND SPICY SEASONING, SALT-FREE (NEW ITEM, NO ID#): Sweet and spicy, salt-free seasoning. Blend to contain spices such as chilis, garlic, onions, with citrus undertones. Minimum shelf life of twenty-four (24) months. Spice blend to contain no sodium or MSG. Should not contain any preservatives. Packed 6/20 oz. containers per case. Accepted Brand(s) or Approved Alternate: Magic Seasoning #SWSP2066PK 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 7 lbs. per case quanity. Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Ti and Hi Pallet Case Count Comments:	PRICE:		

ITEM	QTY	UNIT	DESCRIPTION	PORTION		
40	50	CS	TOASTED ONION AND GARLIC SALT-FREE SEASONING (New Item, No ID#): Seasoning that includes any blend of spices with toasted onion and garlic. Minimum shelf life of twent four (24) months. Spice bleand to contain no sodium or MGS> Should not contain any perservtives. Packed 6/16 oz. cokntainers per case. <u>Accepted Brand(s) or Approved Alternate:</u> No Approved Brand(s)/Samples Required 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 Ti and Hi Pallet Case Count Comments:		PRICE	PRICE:

ſ	ITEM	QTY	UNIT	DESCRIPTION	PORTION		EXTENDED
	41	50	CS	BARBECUE SEASONING, SALT-FREE (New Item, No ID#): Seasoning that includes any blend of spices with toasted onion and garlic. Minimum shelf life of twent four (24) months. Spice bleand to contain no sodium or MGS> Should not contain any perservtives. Packed 6/16 oz. cokntainers per case.		PRICE	PRICE:
				<u>Accepted Brand(s) or Approved Alternate:</u> No Approved Brand(s)/Samples Required			
				Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [] Yes [] No			
				Trans Fat grams			
				Brand/Packed By Product/Brand # State Pack Size			
				Packages Per Case			
				Ti and Hi Pallet Case Count Comments:			
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ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
42	100	cs.	ONIONS, DEHYDRATED (0502160): Onions, chopped, dehydrated; not less than 1/8" thick; maximum 4% moisture. Packed 15 - 18 lbs. per case. <u>Accepted Brand(s) or Approved Alternate:</u> McCormick #979608 McCormick #052100796086-798235739504 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 15 lbs/case quanity.			
			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 43	QTY 500		DESCRIPTION MUSTARD, INDIVIDUAL (0507070): Mustard, all natural, mild yellow, prepared, individual packages. 5.5 grams per package. Two hundred (200) - Five hundred (500) packs per case. Accepted Brand(s) or Approved Alternate: Americana #7160370022 C.F. Sauer #06501 Diamond Crystal #72011 Kraft/Heinz #53050 Kraft/Heinz #76053 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 500 pks. per case quantity. Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count	PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
44	100	CS.	MUSTARD, PREPARED (0507060): Mustard, all natural, mild yellow, prepared. Packed 4/1gallon, wide mouth plastic containers per case.		PRICE	PRICE.
			<u>Accepted Brand(s) or Approved Alternate:</u> Piknik/Admiration Foods #40141PK Reckitt Coleman/French's #418193800 Red Gold #RED2A9P			
			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:			

Γ	TEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
_	15	2500			PRICE:	PRICE	PRICE:
	45	2500	CS	KETCHUP, TOMATO, INDIVIDUAL, LOW SODIUM (0507100):			
				Tomato ketchup, U.S. Grade A Fancy, not less than			
				33% solids, grown and packed on the West Coast.			
				Individual 9-gram packs. Product not to exceed 30 mg. of sodium per serving. 1000 packs per case.			
				<u>Accepted Brand(s) or Approved Alternate:</u> Red Gold #REDYL9G			
				Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
				High Fructose Corn Syrup [] Yes [] No			
				Trans Fat grams			
				Brand/Packed By			
				Product/Brand #			
				State Pack Size			
				Packages Per Case			
				Ti and Hi Pallet Case Count			
				Comments:			
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Γ	ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
					PRICE:	PRICE	PRICE:
	46	3000	CS.	KETCHUP, TOMATO, INDIVIDUAL (0507102): Tomato ketchup, U. S. Grade A Fancy, not less than 33% solids, grown and packed on the West Coast. Individual 9-gram packs. Product not to exceed 100 mg. of sodium per serving. 1000 packs per case.			
				<u>Accepted Brand(s) or Approved Alternate:</u> Hunt/Hunt Wesson #2700038287 Redgold #REDY59G			
				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		EXTENDED
47	QTY 300	CS	DESCRIPTION TOMATO KETCHUP, SHELF STABLE, LOW SODIUM (0507090): Tomato ketchup, U.S. Grade A Fancy, not less than 33% solids, shelf stable. Product not to exceed 50 mg. of sodium per serving. Must contain 0.5 grams or less transfat. Packed 6/#10 cans per case, minimum 115 fluid ounces per #10 can. Accepted Brand(s) or Approved Alternate: Heinz #51566 Red Gold #REDYL99 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	PRICE:	UNIT PRICE	EXTENDED PRICE:
			Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION		
48	QTY 300		KETCHUP, TOMATO (0507090): Tomato ketchup, U.S. Grade A Fancy, not less than 33% solids, grown and packed on the West Coast. Product not to exceed 200 mg. of sodium per serving. Packed 6/#10 cans per case. Accepted Brand(s) or Approved Alternate: Furmano's #FI 0904 Heinz #01300512909 Hunt #2700038251 Redgold #REDY599 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 #	PRICE:	EXTENDED PRICE:
			State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:		

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
40	50			PRICE:	PRICE	PRICE:
49	50	CS.	PICKLE RELISH, SWEET (0502240): Pickle relish, sweet, U.S. Grade A, fancy, with			
			additional nutritive sweetening ingredients. Packed			
			4/1 gallon, wide mouth plastic containers per case.			
			Accepted Brand(s) or Approved Alternate:			
			Bay Valley/Tree House Foods #12803361170 Mr. Chips/Chefbest #K4107			
			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:
50	600	CS.	MAYONNAISE, LIGHT (0507040): Light mayonnaise, reduced fat, reduced calorie, made from water, soybean oil, vinegar, whole eggs and egg yolks, modified corn starch, sugar, salt, lemon juice, flavorings and preservatives. Should not contain more than 5 grams of fat and 50 calories per tablespoon. Product not to exceed 80 mg. of sodium per 1/2 oz. serving. Packed 4/1-gallon wide mouth, plastic containers per case.			
			Accepted Brand(s) or Approved Alternate: Duke's/C.F. Sauer #6073 Hellman's #10048001267302 Kraft #21000643018 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:
51	1000	CS.	MAYONNAISE, LIGHT, INDIVIDUAL (0507330): Reduced fat, reduced calorie "light" mayonnaise made from water, soybean oil, vinegar, whole eggs and egg yolks, modified cornstarch, sugar, salt, lemon juice, flavorings and preservatives. Should not contain more than five (5) grams of fat and fifty (50) calories per tablespoon. Individual twelve (12) gram packs. Two hundred (200) packs per case.			
			Accepted Brand(s) or Approved Alternate: Duke's/C.F. Sauer #6346 Hellman's #10048001370477 Heinz #10021000665331 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:			

IT	EM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
					PRICE:	PRICE	PRICE:
	2	QTY 1600	UNIT CS.	DESCRIPTION RANCH DRESSING, LOW FAT, INDIVIDUAL POUCH, SHELF STABLE (0507230): Ranch dressing, low fat, shelf stable. Only nationally recognized name brands will be accepted. Product not to exceed 180 mg. of sodium per serving. Individual 12-gram packs. Packed two hundred (200) packs per case. Accepted Brand(s) or Approved Alternate: Heinz #10013000533109 Kraft #10021000649621 Marzetti #81560 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:		
				Comments:			

ITEM	QTY	UNIT	DESCRIPTION		EXTENDED
53	500	CS.	RANCH DRESSING, LOW FAT, INDIVIDUAL CUP SHELF STABLE (0507220): Ranch dressing, low fat, shelf stable. Only nationally recognized name brands will be accepted. Product not to exceed 200 mg. of sodium per serving. Individual 75 -102 one (1) oz. portion cups. Packed one hundred (100) cups per case.	PRICE	PRICE:
			<u>Accepted Brand(s) or Approved Alternate:</u> C.F. Sauer #6826 Heinz/Kraft #130003571500		
			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			
ITEM 54	QTY 400	UNIT CS.	DESCRIPTION RANCH STYLE DRY SALAD DRESSING MIX (0507150): Ranch style, dry salad dressing mix. Product not to exceed 150 mg. of sodium per serving. Packed 3.2 oz. pkgs./18 packages per case. Accepted Brand(s) or Approved Alternate: C.F. Sauer #09068 Hidden Valley #21004 Midas #AS916030 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:	UNIT PRICE	EXTENDED PRICE:
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
55	250	CS.	DRESSING, ITALIAN, LOW FAT, INDIVIDUAL CUP SHELF STABLE (0507190): Italian, low fat salad dressing, shelf stable. Blend of vegetable oils including olive oil 2% or less: garlic and onion. Only nationally recognized name brands will be accepted. Individual 1.5 oz. portion cups. Product not to exceed 150 mg. of sodium per serving. Packed one hundred (100) cups per case.			
			<u>Accepted Brand(s) or Approved Alternate:</u> Naturally Fresh #336 C.F. Sauer #06393			
			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			
ITEM 56	QTY		DESCRIPTION ITALIAN DRESSING, DRY SALAD DRESSING (0507160): Italian, low calorie, dry salad dressing mix. Mix to contain herbs, spices, and garlic. Individually packed in approximately 3.2 oz. packages/18 packages per case. Accepted Brand(s) or Approved Alternate: No Approved Brand(s)/Samples Required. 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:	UNIT PRICE	EXTENDED PRICE:
			Packages Per Case Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
ITEM 57	QTY 600	UNIT cs.		PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
58	800		 HONEY MUSTARD, INDIVIDUAL POUCH, SHELF STABLE (0507210): Honey mustard dressing, shelf stable. Ingredients should include No. 1 Grade mustard seed, distilled vinegar, honey, salt, spices and garlic powder. Individual twelve (12) gram packs. Packed two hundred (200) packs per case. <u>Accepted Brand(s) or Approved Alternate:</u> Heinz/Kraft PPI #531204 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fat grams 		PRICE	PRICE:
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION		EXTENDED
59	800	CS.	HONEY MUSTARD, INDIVIDUAL CUP, SHELF STABLE (0507211): Honey mustard dressing,shelf stable. Ingredients should include No. 1 Grade mustard seed, distilled vinegar, honey, salt, spices and garlic powder. Individual one (1) oz. portion cups. Packed one hundred (100) cups per case. Accepted Brand(s) or Approved Alternate: Naturally Fresh #85116875061 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fat grams	PRICE	PRICE:
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:		

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
60	400	CS.	FRENCH DRESSING, INDIVIDUAL POUCH, SHELF STABLE (0507240): French dressing, shelf stable. Dressing should be tangy, zesty and spicy, flavored by tomato and/or paprika products added to oil (35% minimum) and vinegar. Only nationally recognized name brands will be accepted. Product not to exceed 130 mg. of sodium per serving. Individual twelve (12) gram packs. Packed two hundred (200) packs per case. Accepted Brand(s) or Approved Alternate: Heinz/Kraft #10021000664884			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup []Yes []No Trans Fat grams Portion Size (individual serving)			
			Portions Per Case			
			Brand/Packed By			
			Product/Brand # State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	UNIT	EXTENDED
61	200	CS.	THOUSAND ISLAND DRESSING, INDIVIDUAL POUCH, SHELF STABLE (0507260): Thousand Island dressing, shelf stable, should contain pickle relish and other flavorings such as pimiento, paprika, chopped egg, onion, garlic, tomato products or chili sauce added to a creamy base. The salad dressing should be thick and sweettasting. Product not to exceed 125 mg. of sodium per serving. Individual twelve (12) gram packs. Packed two hundred (200) packs per case. Accepted Brand(s) or Approved Alternate: Heinz #7681 PPI #14721 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [] Yes [] No Trans Fat grams	PRICE	PRICE:
			Brand/Packed By Product/Brand # State Pack Size Portion Size(individual serving) Portions Per Case Ti and Hi Pallet Case Count Comments:		

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
62	200	CS.	THOUSAND ISLAND DRESSING, INDIVIDUAL CUP, SHELF STABLE (0507260): Thousand Island dressing, shelf stable, should contain pickle relish and other flavorings such as pimiento, paprika, chopped egg, onion, garlic, tomato products or chili sauce added to a creamy base. The salad dressing should be thick and sweet- tasting. Product not to exceed 125 mg. of sodium per serving. Individual one (1) oz. portion cups. Packed 100 cups per case. No MSG allowed. <u>Accepted Brand(s) or Approved Alternate:</u> No Approved Brand(s)/Samples Required.			
			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 100/case quantity. Portion Size(individual serving) Portions Per Case [Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
63	500	CS.	FETTUCCINE/LINGUINE NOODLES, WHOLE GRAIN (0505210): Fettuccine/Linguine noodles, whole grain rich. Made from flat sheets of pasta cut into ribbons. Pasta must have at least 13% protein, thin shape. Packed twenty (20) lbs. per case. Accepted Brand(s) or Approved Alternate: Barilla #1000013776 Hospitality/Gilster-Mary Lee #71923-54939 Fettuccine Roseli #212653 Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable: High Fructose Corn Syrup [] Yes [] No Trans Fat grams		PRICE	PRICE:
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
64	120	CS.	MACARONI, ELBOW, WHOLE GRAIN (0508010):			
			Elbow Macaroni, from whole durum wheat flour,			
			semolina, durum wheat flour, oat fiber; must be at			
			least 51% whole wheat; must have at least 13%			
			protein; pure, elbow shape. Packed 2/10-30 lbs. per			
			case.			
			Accepted Brand(s) or Approved Alternate:			
			Barilla #7432			
			Heartland #21354992			
			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 ease quantity			
			Estimate based on 20 lbs. per case quantity.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Portion Size			
			Packages Per Case			
			5 • • • • • • • • •			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
65	QTY 500		DESCRIPTION SPAGHETTI, THIN, WHOLE GRAIN (0508042): Spaghetti, thin, whole grain, from whole durum wheat flour, semolina, durum wheat flour oat fiber; must be at least 51% whole wheat; must have at least 13% protein; pure, thin shape. Packed 10 - 20 lbs. per case. Approved Brand(s) or Approved Alternate: Barilla #3769 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 quantity. Brand/Packed By Product/Brand #	PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
ITEM 66	QTY 1400		DESCRIPTION RICE, BROWN (0508090): Rice, brown, long grain, U. S. Grade 1, with only outer husk removed and the bran layer still intact, that has been put through a steam-pressure process before milling (parboiled) with 4% or less broken content. The uncooked grain should be light, golden brown and will have a slightly sweet and nutty flavor. Packed 6/2 lb. bags per case or 25# bags. Accepted Brand(s) or Approved Alternate: Riceland #3520026225 Uncle Bens Oridinal #5480042368 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 25 lb. bag quantity. Brand/Packed By Product/Brand # Portion Size Portions Per Case Ti and Hi Pallet Case Count	PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
67	50	CS.	CREAM OF CHICKEN SOUP (0512040):			
			Cream of chicken soup, condensed. Packed 50 oz.			
			cans, twelve (12) cans per case.			
			Accepted Brand(s) or Approved Alternate:			
			Campbell's #01036			
			Heinz #9008913			
			Legout #3750061963			
			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			
			Trong Fat			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Portion Size			
			Portions Per Case□			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
68	50	CS.	CREAM OF MUSHROOM (0512050):			
			Cream of mushroom soup, condensed. Packed 50			
			oz. cans, twelve (12) cans per case.			
			Accepted Brand(s) or Approved Alternate:			
			Campbell's #51000012661			
			Heinz #8002370			
			Legout #37500613638			
			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			
			giuns			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Portion Size			
			Portions Per Case□			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
69	100	cs.	TEA BAGS (0503040): Tea bags, produced from a blend of teas Packed 96/1 oz. per case.			
			<u>Accepted Brand(s) or Approved Alternate:</u> PocoPak #10448 Tetley #900130			
			Please indicate below if your product contains High Fructose Corn Syrup and/or the amount of Trans Fats per serving when applicable:			
			High Fructose Corn Syrup [] Yes [] No			
			Trans Fat grams			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE:	UNIT PRICE	EXTENDED PRICE:
70	4500	CS.	UHT SHELF STABLE MILK (0530022, 0530023) Ultra High Temperature (U.H.T.) Milk is real Grade A milk that has all the vitamins and nutrition of conventional pasteurized milk and is ready to use. No preservatives are added. It is Ultra High Temperature processed (over 280 degrees for several seconds) and packaged so that it is shelf stable and stays fresh without refrigeration until the sealed package is opened. Needs to be offered in 1% Lowfat/Fat free regular and 1% Lowfat/Fat free flavored milks. 8 oz. individually packaged milks preferred. Please list all available flavors and fat content: 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 Fat Content Estimate based on 27/8 oz. containers per case quantity.		PRICE	
			Brand/Packed By Product/Brand # State Pack Size Packages Per Case Ti and Hi Pallet Case Count Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
71	200	CS	OIL, VEGETABLE, CANOLA (0507012): Vegetable liquid oil consisting of refined, bleached, and deodorized (RBD) monounsaturated canola oil, which has been processed according to best refining practice. The product should be clear and pourable at room temperature. Product to be used as a food ingredient, for baking and cooking. Product packed 4/1 gallon bottles per case.			
			<u>Accepted Brand(s) or Approved Alternate:</u> Sysco Classic #3222686			
			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			
			Quantity 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:
ITEM 72	QTY 125		DESCRIPTION VINEGAR, WHITE (0507110): Vinegar, white, pure, distilled made from sun-ripened grain, diluted with water to a uniform pickling. Packed in one (1) gallon plastic containers. Accepted Brand(s) or Approved Alternate: Heinz #10013000007549 Knouse Foods #CVIR6010 Piknik/Admiration Foods #8171 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:	PRICE:		
			Comments:			

ITEM	QTY	UNIT	DESCRIPTION	PORTION	UNIT	EXTENDED
				PRICE:	PRICE	PRICE:
73	50	CS.	BAKING SODA (0505020): Baking soda. Packed 24/1 lb. packages per case.			
			<u>Accepted Brand(s) or Approved Alternate:</u> Arm & Hammer #033200011101 Gilster Mary Lee #71923-64054 Hospitality #71923-35777			
			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)□			
			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:
74	350	CS.	PAN/FOOD SPRAY, BUTTER (0502100):			
			Pan/food spray, butter flavored, canola oil based.			
			Must not contain water or alcohol. Each can is			
			approximately 14 - 17 oz. Packed six (6) cans per			
			case.			
			Accepted Brand(s) or Approved Alternate:			
			Buttermist #56217			
			Pam/Conagra #64144-07263			
			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 6/17 oz. cans per case quantity.			
			Brand/Packed By			
			Product/Brand #			
			State Pack Size			
			Packages Per Case			
			Ti and Hi Pallet Case Count			
			Comments:			

DRUG FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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 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.

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) (Name of Company) give the Escambia County School District, Florida authorization to check our company's previous performance.										
Authorizing Signature:										
REF	ERENCE									
COMPANY NAME:										
COMPANY ADDRESS:										
CONTACT PERSON:										
PHONE NUMBER:	FAX NUMBER:									
CONTACT'S EMAIL ADDRESS:										
REF	ERENCE									
COMPANY NAME:										
COMPANY ADDRESS:										
Transie										
CONTACT PERSON										
PHONE NUMBER:	FAX NUMBER:									
CONTACT'S EMAIL ADDRESS										
REF	ERENCE									
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	esentative
4	
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 Represent	ative Name and Title:	
Address:		
City: Phone Number: Email	State:	Zip:
Address:	an a	

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.

1	
Certified By:	

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 Represer	ntative Na	ame 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:	<u> </u>	 	DRIZED SIGNATURE	Certified By:
Print Name and Title		 	itle	Print Name and Title.
Date:				Date:

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

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

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 Direct	tor) Authorized to Sign Application
	Date:
Signature of Official (Chief Financial	Officer) Authorized to Sign Application
Name of Grantee (Sponsor Name)	
Title of Grant Program (NSLP or SFS	(P)
	• /
	*

Bid #250102 Page 103 of 109

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.)

a. contract a. b. grant b.	Federal Action: 3. Report Type: bid/offer/application a. initial filing nitial award b. material change boost-award For Material Change Only: Year Quarter Date of last report
4. Name and Address of Reporting Entity: PrimeSubawardee Tier, if know	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:	Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description:
	CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:
10. a. Name and Address of Lobbying Registr (if individual, last name, first name, MI):	ant b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authoriz by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact u which reliance was placed by the tier above when this transaction was made or entered into. This disclosure required pursuant to 31 U.S.C. 1352. This information be reported to the Congress semi-annually and will be	Print Name:
available for public inspection. Any person who fails to the required disclosure shall be subject to a civil penal not less than \$10,000 and not more than \$100,000 for each such failure.	



Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative 1 – 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 Cod	ej
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 <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: <u>program intakeousde.gov</u>.

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).

ATTACHMENT N

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:_			
Vendor FEIN:			
Vendor's Authorized Represe	entative Name and Title:		
Address:			
City:	State:	ZIP:	
Phone Number:			
Email Address:			

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:

AUTHORIZED SIGNATURE

Print Name and Title:

Date:_____