



PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

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Broward County, Florida

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January 15, 2019

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY20-014 – Mainline Foods and Distribution Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Mainline Foods and Distribution Services**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, or via e-mail to Michelle.Wilcox@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) REQUIREMENTS:**
- **SMALL/MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (S/M/WBE) PROGRAM / PARTICIPATION** (Refer to Section 8 for the Affirmative Procurement Initiative(s) requirements for this solicitation)

SBBC has implemented a Small/Minority/Women-Owned Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women-Owned Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.**

- **NON-MANDATORY BIDDERS' CONFERENCE**
A Bidders' Conference will be held on January 23, 2019, beginning at 9:30 a.m. Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, Bid Room #4, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.
- **SECTION 2, SUBMITTAL REQUIREMENTS**
Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.
- **COMPLETION OF BIDS**
The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.
- **PRICING CORRECTIONS**
If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**
Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.
- **STATEMENT OF "NO BID"**
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to michelle.wilcox@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Michelle Wilcox
Purchasing Agent

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

February 14, 2019

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

ITB NO.:

FY20-014

RELEASE DATE:

January 15, 2019

PURCHASING AGENT:

Michelle Wilcox
754-321-0503

BID TITLE:

Mainline Foods and Distribution Services

SECTION 1 – Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

<input checked="" type="checkbox"/> Completed and Signed Bidder Acknowledgement (Section 1)	<input checked="" type="checkbox"/> Complete Bid-Printed and .PDF Special Condition 2	<input checked="" type="checkbox"/> Company Information (Special Condition 4.05)	<input type="checkbox"/> Additional Company Information (Special Condition 4.06)
<input checked="" type="checkbox"/> Food Product Information (Special Condition 4.07)	<input checked="" type="checkbox"/> References Special Condition 4.08	<input checked="" type="checkbox"/> Conflict of Interest Form Section 12, Attachment 1	<input checked="" type="checkbox"/> W-9 Form Section 12, Attachment 3
<input checked="" type="checkbox"/> Certificate of Debarment General Condition 45	<input checked="" type="checkbox"/> Product Pricing Spreadsheet (Download from DemandStar)	<input checked="" type="checkbox"/> Disclosure of Lobbying Activities (Section 12, Attachment 5)	

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
 2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
 3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
 4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
 7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
 8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
 9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
 10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
 11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
 12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate
37. (Continued): court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a 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, may not submit a bid on a contract with 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 Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, 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 bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. SM/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee 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 or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 4, SPECIAL CONDITIONS

4.01 **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as SBBC) desires bids on **MAINLINE FOODS AND SUPPLIES FOR CAFETERIAS** from qualified food distributors, hereinafter referred to as Bidder, defined as a company that is offering to procure, warehouse and deliver school food service products. There are approximately 207 individual school cafeteria delivery sites requiring weekly deliveries. Items will be purchased, delivered and warehoused will include, but not limited to frozen and refrigerated foods, beverages and grocery/staple items for use in the following programs: National School Lunch, School Breakfast, Child & Adult Care Food and Summer Food Service. This contract will also include the storage and delivery of United States Department of Agriculture (USDA) commodity foods and commodity processed products as well as an opportunity to purchase special buy foods. Distributors must commit to maintaining and enforcing the highest levels of service quality and standards for the entire term of this contract and any subsequent renewal periods. Food & Nutrition Services will request services as needed during the term of the contract and reserves the right to negotiate with the Bidder(s), as deemed necessary for the Board to receive the best value. **Product cost**, when used in this bid, shall include all freight and pick-up charges for delivering product to the bidder's warehouse. Also, prices quoted shall include inside delivery to the school cafeterias. For additional definitions and abbreviations utilized throughout this bid, please refer to Section 9.

SBBC ORGANIZATION:

SBBC is the sixth largest district in the U.S. and is the second largest in Florida. The district is the largest employer in Broward County, Florida with over 36,375 full and part-time employees. The total full-time enrollment of public school students is over 271,517 that span approximately 234 schools.

SBBC Vision: Educating today's students to succeed in tomorrow's world

SBBC Mission: Broward County Schools is committed to educating all students to reach their highest potential.

More than 35.8 million breakfast, lunch, snack and supper meals are served every year.

There are approximately 207 school cafeteria delivery sites within Broward County, Florida. SBBC reserves the right to add additional delivery locations during the term of the contract. SBBC's anticipated entitlement dollars from the USDA for the 2020 program year is approximately \$8,000,000.00. These entitlement dollars are used to request bulk USDA commodity foods for processing into finished end product items and for direct delivered USDA products (brown box). The expenditures for SBBC on this bid are estimated at \$90,000,000.00 for the three (3) year term.

- 4.02 **BID SUBMITTAL:** Bidders must submit the following with their bid, in time for Bid opening or as indicated:
- One (1) signed hard-copy of the ITB including the Bid Summary Sheet. All signatures must be in original.
 - One (1) identical electronic version of the bid, in PDF Format on a flash drive. (Please no CDs).
 - Documentation requested in Special Conditions 4.05, 4.06, 4.07 and 4.08.
 - Product Pricing Sheet: USB Jump Drive (as one file), in an Excel (.xls) format on the flash drive. Refer to Bid Section 5.02 for more details

All materials submitted with bids need to be clearly marked with the Bidder's Name, Bid number and Bid Title and sent in time for bid opening to:

Michelle Wilcox, Procurement & Warehousing Services Department
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351.

REF: ITB FY20-014 – Mainline Foods and Distribution Services

Bidders are encouraged to use the mailing label provided on Exhibit C, Mailing Label, at the end of this document. No faxed or emailed bids will be accepted.

SECTION 4-SPECIAL CONDITIONS (Continued)

4.03 ITB TIMELINE

- | | |
|---|-------------------|
| a. Release of ITB | January 15, 2019 |
| b. Pre-bid Conference | January 23, 2019 |
| b. Written Questions due on or before noon in
Procurement & Warehouse Service Department: | January 25, 2019 |
| c. Proposals due on or before 2:00 p.m. ET in
Procurement & Warehousing Service Department:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704 | February 14, 2019 |
| d. Posting or Recommendation | March 4, 2019 |

4.04 NON MANDATORY BIDDERS' CONFERENCE:

A Bidders' Conference will be held on **January 23, 2019 in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:30 am, ET.** Representatives from all interested companies are encouraged to attend.

The purpose of the Bidders' Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive Bid for submission to SBBC. Questions submitted will be answered to all Bidders via Addenda. All questions shall be submitted in accordance with Section 2.3 Questions and Interpretations. Any information given, by any party, at the Bidders' Conference is not binding on SBBC. Only the information provided in the ITB or via Addenda shall be considered by Bidders.

4.05 COMPANY INFORMATION: Bidders are to provide the information indicated below about their experience with food distribution services and about their company. Responses must be provided and submitted with the bid, in time for bid opening and in the number order indicated below to facilitate evaluation. **Failure to provide the information requested may result in the bid being considered non-responsive.**

- A. Information about recent and current contracts:
1. Provide copy of executed contract award information for three (3) Florida school districts with district or cooperative contracts for the current school year, SY18/19.
 2. Provide a copy of the Bid/RFP submitted for one of the awards included in "1." where services are provided to a Florida school district with at least 100 delivery sites. The scope of the Florida school district contract selected must encompass the following:
 - a. Administration and distribution of purchased, processed and non-processed USDA commodities.
 - b. Have been in place for the past three (3) years
 - c. Contain a minimum of 300 different food items including processed and non-processed USDA commodities.
 - d. Once a week delivery to at least 100 school delivery sites.

SECTION 4-SPECIAL CONDITIONS (Continued)

- A. Information about recent and current contracts: (Continued)
 - e. Provide the following supporting documentation for the Florida school district contract selected:
 - i. A one-week delivery schedule showing at least 100 delivery sites per week
 - ii. A list of at least 300 different food items including processed and non-processed USDA commodities.
 - iii. A report showing the total number of cases of USDA commodity (brown box) received for school year 2017-2018.
 - iv. A report showing the total number of cases of USDA commodity (brown box) distributed for school year 2017-2018.
 - v. Reports showing the companies transactions with Processor Link and K12.
- B. Information about the distribution site that would be serving SBBC under this contract:
 - 1. Provide the address of the distribution center that would serve SBBC under this contract, showing that it is located within a 75-mile radius of SBBC's TSSC building, 7720 West Oakland Park Boulevard, Sunrise, FL 33351.
 - 2. The last three (3) pest control inspection reports.
 - 3. The distribution center's product recall procedure.
 - 4. A reference of a current customer utilizing a Fixed Column Comma or Tab-Separated Flat File that was used in the last sixty (60) days for processing food orders.

4.06 **ADDITIONAL COMPANY INFORMATION:** The following additional information must be included with the bid (preferably) or submitted within 5 days upon SBBC's request. Failure to provide this information as indicated may deem the bidder non-responsive.

- A. Information about the company as an entire entity:
 - 1. State the gross sales for fiscal year 2015, 2016 and 2017.
 - 2. What percentage of current gross sales is from School Districts?
 - 3. How many truckloads of product flow through the company annually?
- B. Information / History of the Distribution Center that would be serving SBBC under this contract:
 - 1. State experience, past performance and qualifications based on experience with school districts of similar size to Broward County and/or school district buying groups during the past three (3) years.
 - 2. Capacity (frozen, chilled, dry) at proposed Distribution Center to handle contract volume. Provide the requested information about the Distribution Center to be utilized in the provision of services for this contract.
 - a. Name, address and general description
 - b. Number of pick slots
 - c. Number of storage slots
- C. Explain the Quality Assurance programs the company has in place.
- D. Does an outside third party inspect the facility? If so, who? Provide copies of their reports for the past 3 months.
- E. How many years has the Distribution Center been processing purchases and invoices via EDI?
- F. Qualifications of Staff: Provide organization chart for both centralized staff (corporate level) and distribution center staff servicing this contract. Describe their major assignments and responsibilities for each of the key administrative, supervisory / managerial positions. Expand on their experience.

SECTION 4-SPECIAL CONDITIONS (Continued)

4.07 **FOOD PRODUCT SUBMITTAL INFORMATION:** The required product information must be submitted on a USB flash drive with the bid in time for bid opening (preferably) or within five (5) days upon request. Create a separate file for each product with the manufacturer's product # in the file name. The following information must be in each product file:

- A. Buy American Form (Section 12, Attachment 6)
- B. Submit **Florida Department of Agriculture and Consumer Services (FDACS)** approved and **Summary End Product Data Schedule (SEPDS)** for SY 2020. **(Either of the two are acceptable)**
- C. Product Specifications to include
 - 1. Product name
 - 2. Portion or product size
 - 3. Case pack
 - 4. Packaging (i.e., individually wrapped)
 - 5. Product description and preparation instructions
 - 6. Ingredient listing
 - 7. Complete nutrition label per portion
 - 8. CN label or signed crediting statement for meal pattern crediting of meat/meat alternates and/or Grain Eq.
 - 9. Allergen information

Failure to submit this information as indicated may deem the bidder non-responsive.

4.08 **REFERENCES:** Complete the Reference Document (**ATTACHMENT 9**) and include at least five (5) references with the bid and in time for bid opening (preferably) or within 5 days upon request. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts one of which must be a school district, and at least one reference from a past customer who is currently not under contract with you. These references are to be for clients that have hired your firm for performance of **Food Distribution Services**. **NOTE: The information requested must include a current contact name, phone number, and email address for each reference.** Failure to submit this information as indicated may deem the bidder non-responsive.

4.09 **TERM:** This bid is to establish a **cost plus fixed fee** term contract beginning on **July 1, 2019**, and continuing through **June 30, 2022**, or as directed by the School Board. Bids will not be considered for a shorter period of time. If only one (1) bid is received, the term of the contract shall be reduced to one (1) year.

Awardee(s) agrees, by signing the Invitation to Bid Form 3270D, **not to accept** rebates or bill backs nor remuneration from manufacturer which in effect lowers cost prices to the distributor but not to SBBC. For example, if the cost of a product is \$22.00 and the distributor petitions the packer for a \$1.00 rebate, this rebate shall be passed on to SBBC and the cost would then become \$21.00. The person signing the Invitation to Bid Form 3270D, shall be an employee of the bidder and shall have authority to obligate the company to comply with all terms and conditions set forth herein.

4.10 **AWARD:** Bid shall be awarded in its **ENTIRETY** to the lowest responsive and responsible Bidder meeting all specifications, terms and conditions. It is necessary to bid on every item within the group, and all items in the group must meet product requirements in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary sheet.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58. During the evaluation process SBBC reserves the right to request from bidder(s) clarification and corrections on packing, labels and grades.

SECTION 4-SPECIAL CONDITIONS (Continued)

4.11 PRICING UPDATES:

A. Initial product costs shall be firm through June 30, 2020 or 12 months after School Board Approval. Awardee(s) shall submit to the Food and Nutrition Services Department, product cost updates every twelve (12) months, in a cost-effective manner, with product cost prices to remain firm for every July 1 through June 30, within the contract period. SBBC, Food and Nutrition Services Department, shall review all pricing updates as to their cost effectiveness and shall approve product increases prior to their implementation.

B. Fixed Delivery Fee:

Fixed delivery fee per case shall remain firm for 36 months (3 Years) from the effective date of the contract.

C. Fixed Delivery Fee Adjustment:

The District may, in its sole discretion, approve requests to make an adjustment in the fixed delivery fee if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following:

1. The volatility is due to causes wholly beyond the awardee's control.
2. The volatility affects the marketplace or industry, not just the particular awardee's source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the awardee that continued performance of the contract would result in a substantial loss.

Any adjustment request must be approved by FNS and will require substantial and irrefutable evidence to support the need for the rate adjustment. FNS may request from Awardee, and Awardee shall provide, such further information as may be reasonably necessary in making its determination. FNS's written consent shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by FNS. Any price redetermination shall be solely based upon the documentation provided and FNS reserves the right to rescind any price relief granted should the circumstances change and prices go down. Subsequent adjustment requests shall be evaluated once on every 12-month period thereafter.

4.12 CONTRACT RENEWAL: The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC.

4.13 INFORMATION: Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Michelle Wilcox, **Procurement and Warehousing Services, 754-321-0503 or e-mail at Michelle.Wilcox@browardschools.com**, who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Wilcox, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5 no later than noon on January 25, 2019.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

4.14 FLORIDA BIDDER'S PREFERENCE: General Condition 1.d) does not apply to this Bid as no personal property is being purchased. Also reference 7CFR §3016.36 – Procurement/Geographical preference.

SECTION 4-SPECIAL CONDITIONS (Continued)

4.15 APPLICABLE STANDARDS, ORDERS, AND REGULATIONS:

Awardee shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

1. In contracts exceeding \$100,00, the SFA and the vendor shall comply with all applicable standards, orders, and regulations, including but not limited to:
 - a. 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.*)
 - b. *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200) and *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200)
 - c. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions* pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension (2 C.F.R. Appendix II to Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733)
2. Vendors also certify compliance with:
 - a. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871)
 - b. Jessica Lunsford Act (Section 1012.32, Florida Statutes)
 - c. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5)
 - d. Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60)
 - e. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3)
 - f. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5)
 - g. Procurement of Recovered Materials. (2 C.F.R. 200.322 Solid Waste Disposal Act)

4.16 PROHIBITION OF GRATUITIES: By submission of a bid, a contractor certifies that no employee of SBBC has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

4.17 BUY AMERICAN PROVISION: (SEE SECTION 12, ATTACHMENT 6)

The Distributor shall comply with the “Buy American” provision for Contracts that involve the purchase of agricultural products. Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist:

- a. Exceptions to the Buy American provision are possible when the product is not produced or manufactured in the U.S. in sufficient, reasonable and available quantities of a satisfactory quality; and
- b. Competitive RFPs reveal the cost of a domestic product is significantly higher than a non-domestic product or; product(s) may qualify under the Richard B. Russell National School Lunch Act’s Buy American provision for purchasing food and food products used in Child Nutrition Programs which states that products are acceptable provided over 51% of the final processed product(s) consist of agricultural commodities that are of US origin.
- c. Awardee shall notify FNS whenever there is a change of sources i.e. when foreign sources are substituted for domestic sources due to shortage of supplies etc.

4.18 RECORDS RETAINMENT: Awardee(s) shall retain, in an accessible manner, all records, particularly delivery invoices, cost records, packer and freight invoices, utilization data, and other pertinent information as may be relative to this contract, for a period of five years after the fiscal year to which they pertain. This period may be extended at the discretion of SBBC to the extent necessitated by rule or law changes or mandates, etc. of federal, state or local governing bodies. The Awardee(s) shall receive SBBC’s approval prior to record destruction.

SECTION 4-SPECIAL CONDITIONS (Continued)

- 4.19 **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions; for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be **completed, signed** and submitted with the bid or upon request in order for the submitted bid to be considered. Every time a bid is submitted that includes reference to this Form, a new Form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. **A signature is required on BOTH the Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. Failure to complete and sign both documents requiring signature will result in rejection of bid submitted. (See Section 12, Attachment 8)
- 4.20 **FOOD RECALLS:** Awardee shall be expected to voluntarily comply with all Federal, State and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to FNS and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. A one-page summary of Awardee's recall policy & procedures are to be submitted within fifteen (15) days of notice of award.
- 4.21 **HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PLAN:** To comply with Section III of the Child Nutrition and WIC Reauthorization Act of 2004, **the Awardee(s) is required to submit a written HACCP plan to SBBC Food and Nutrition Services Department within fifteen (15) days of notice of award.**
- 4.22 **PACKAGING TRANSPORTATION AND DELIVERY:** Any tangible product delivered under this contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Broward County, as specified on each Purchase Order. Delivery shall be in accordance with Section 6.02 (c) of this ITB.
- 4.23 **DISCONTINUED ITEM:** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the Awardee's or manufacturer's inventory, then the Awardee shall advise the Food and Nutrition Services Department in writing of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate School Board staff.
- 4.24 **ADDING AND DELETING ITEMS:** Food and non-food items utilized by SBBC Food and Nutrition Services Department may be subsequently added or deleted individually or in groups, at the discretion of SBBC Food and Nutrition Services Department. An example of non-food items would be paper goods or disposable plastic ware such as, but not limited to, dinner plates, drinking cups, vinyl gloves, foil wrap and so forth.
- 4.25 **DELIVERY PERFORMANCE REPORTS:** Awardee shall provide six-month delivery performance reports to SBBC by reviewing delivery tickets for seven schools, as designated by SBBC, and submitting a summary report for each school relative to distributor errors, based on the acceptability and accuracy of line items. Reports shall be submitted within 21 days of school selections.

SECTION 4-SPECIAL CONDITIONS (Continued)

- 4.26 **PERFORMANCE EVALUATIONS:** Prior to each annual product cost update period, SBBC Food and Nutrition Services Department shall evaluate the Awardee(s)'s performance in terms of the following criteria: (1) Cost containment, (2) compliance issues, (3) delivery services, (4) delivery of cost-management data, and (5) responses to request for information. If the evaluation process shows that the awardee(s)'s performances fall short of acceptability levels in any of the foregoing criteria, SBBC Food and Nutrition Services Department shall review its options of terminating the in-place contract (see General Condition 60), and buying off of another School District's contract, or issuing a new bid.
- 4.27 **ON-SITE DELIVERY TO ALL SBBC LOCATIONS:** Awardee are required to adhere to SBC policies, procedures, and specific school site for safety protocol for on-site school delivery or visitation. Awardee should contact school site personnel for instructions for all vendors' on-site delivery and visitation procedures.

SECTION 5.0-PRODUCT SPECIFICATION SPREADSHEET AND PRODUCT PRICING SPREADSHEET

5.01 Product Specifications Sheet Terminology/Definitions/Abbreviations

- A. For products that includes grains, FNS accepts only products that meet Whole Grain Rich (WGR) requirements.
- B. FNS complies with the Buy American Act related to food manufacturing /processing.
- C. **Ingredients:**
 - 1. Unless a particular item is approved by FNS, it is FNS' intent to not use products that contain any of the following ingredients listed below:
 - (a) Mono-Sodium Glutamate – MSG
 - (b) Sodium Bisulfite
 - (c) High Fructose Corn Syrup (HFCS)
 - (d) Tree Nuts Peanuts, Peanut Protein or Peanut by-products
 - (e) Trans Fatty Acids – FNS accepts products with only naturally occurring trans fats or quantities documented as <0.5 grams per serving as permitted by USDA.
- D. **CN Label:** When a product is CN (Child Nutrition) labeled, it is “certified” by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service. The label shows the contribution made by a given amount of product toward meal requirements.
- E. **Grains/Bread:** Grain or bread as approved by USDA – FNS Guidelines
- F. **NOI:** Net-Off Invoice
- G. **Portion:** The amount of the finished product required to make a serving. Example, chicken nuggets, 790 pieces per case, 5 nuggets equals one portion. The number of portions per case is 158.
- H. **Serving:** Number of pieces of the finished product required to make a serving. Example, chicken nuggets, 780 pieces per case, 5 nuggets equals one portion. The number of pieces per serving is 5 nuggets.
- I. **VPP – Vegetable Protein Product:** When specified, shall meet the USDA Standards and Labeling requirement, unless otherwise stipulated.
- J. **Abbreviations:**
 - CH = Chilled
 - CN = Child nutrition
 - CND = Canned
 - F = Frozen
 - M/MA = Meat or meat alternate as approved by the USDA – FNS Guidelines
 - PP = Portion pack
 - W/VP = With vegetable protein product
 - WGR = Whole Grain Rich as approved by the USDA – FNS Guidelines
 - WO.VPP = Without vegetable protein or other extender

SECTION 5.0-PRODUCT SPECIFICATION SPREADSHEET AND PRODUCT PRICING SPREADSHEET (Continued)

5.02 Product Specification Spreadsheet Information: Lists the products, specifications, approved brands and the estimated annual usage quantities the District expects to purchase. These specifications are to be used by the Bidder in their bidding process. This information is available in Section 11 of the bid documents herein and also as an electronic attachment available for download via DemandStar.

A. Inconsistencies:

1. If the Bidder bids an incorrect item, **i.e. the item does not meet the specification or is not an approved brand the item will be disqualified from that bidders submission rendering the bid incomplete.** ~~as a result of an inconsistency that exists between a product description/specification and/or a pre-approved brand, the bid item will be deleted from the bid for all Bidders and not used in the final calculation.~~
2. The decision as to whether a product does or does not meet the specification is at the discretion of FNS.
3. The Bidder may be requested to furnish acceptable documentation from the manufacturer/supplier that the product does or does not meet the specifications
4. If there is an inconsistency between an approved brand and a specification **for an item, the item bid will be accepted if it meets either the approved brand or the specification.** ~~the approved brand will prevail.~~

B. Imported Products: Awardee shall not deliver imported products without pre-approval from FNS. There will be some exceptions such as coffee, mandarin oranges, olives, and pineapple not produced in the U. S. commercially.

5.03 Information for Completing the Product Pricing Spreadsheet

FNS shall review the Product Pricing Spreadsheet in terms of portion cost and conformation with the product specifications offered with the product requirements as related to grade, standards, product source and content. The Product Pricing Spreadsheet is an electronic Excel worksheet attachment available for download via DemandStar.

A. Completion of the Product Pricing Spreadsheet:

Bidders must refer to product specification sheets located in bid Section 11 for food item specifications, approved brands and quantities.

1. The Product Pricing Spreadsheet is on an Excel spreadsheet and is attached to the Demandstar bid file.
2. The Product Pricing Spreadsheet lists the majority of food items used by FNS.
3. The Product Pricing Spreadsheet is to be used by the Bidder to solicit and record bids from manufacturers/suppliers and will be used to determine the apparent low Bidder for priced items in the ITB.
4. Bidders shall complete the Product Pricing Spreadsheet provided. **All items must be bid in order to be considered for award. Any other document will be deemed non-responsive.**

B. Approved Brands:

1. The ~~specified~~ **approved** brands, product numbers and estimated annual quantities listed on the Product Specification Information Sheets have been approved by FNS. Items listing "Distributor's Choice" must meet the **approved brand or** specifications. FNS will consider "or equal" items pending evaluation of the product.
2. If a product code designation is not listed along with an approved brand the Bidder must enter the product code in the mfg ID# column.
3. Bidders must enter the manufacturer's Brand name and product code number in the Brand/Label and mfg ID# columns.
4. Some of the **approved brand** codes listed may be obsolete or incorrect, in which case the Bidder is to enter the correct code **of the approved brand.**
5. After award, FNS may request Awardee to obtain costs and samples for brand and codes not listed.

C. Product Pricing From Manufacturers/suppliers:

1. Bidder shall solicit firm costs from manufacturers/suppliers up front for the items on the attached Product Pricing Spreadsheet.
2. Bidder shall solicit costs for one of the FNS approved brands, "distributor's choice" "or equal" when stated.
3. Distributor's choice brand should be of equal or better quality than the approved brand(s) or if "distributor's choice" "or equal" is listed alone in the Approved Brands column on the Product Pricing Spreadsheet the brand bid must be equal or exceed the product description in Product Specification column.

SECTION 5.0-PRODUCT SPECIFICATION SPREADSHEET AND PRODUCT PRICING SPREADSHEET (Continued)

4. If Bidder currently stocks an untested brand which is similar to the approved brands listed, Bidder may in the future petition FNS to approve the Awardee's product. **Bidders must obtain pricing on all the products listed on the Product Pricing Spreadsheet, (Attachment available for download from DemandStar. FNS reserves the right to accept or reject the pricing submitted for any individual or group of products included in the Product Pricing Sheets.** After contract award, FNS may request Awardee to solicit prices from other sources whenever better values are perceived to be available.

D. Completing the Product Pricing Spreadsheet:

1. Review the examples provided in the Product Pricing Spreadsheet.
2. Be certain to enter the per case delivery fee in the labeled, green cell in **row 2, column C**. This will ensure the correct delivery fee is calculated into the portion cost for each product.
3. Complete all fields for each product specification row leaving no fields blank.
4. A completed spreadsheet will have blue and yellow areas. Blue areas are locked and will not permit changes or entry of information. All yellow cells must be filled in and completed.
5. When bidding Distributor's choice and "or equal" products they need to meet or exceed the product specifications.
6. Ensure that one product submission is completed for each item in the spreadsheet.
7. Only submit one product per one specification. Additional flavors are to be listed in the "flavor description" column H.
8. Round down to the nearest whole number when entering the number of portions per case.
9. When determining the number of portions per case, use the portion stated in the specification for products that do not credit for M/MA, Grain Eq., fruits or vegetables.
10. For products that do credit for the meal pattern, the portion is suggested and the credit amount(s) or range is firm and must be met. Determine the exact portion size needed to meet the crediting specified. For example, a suggested serving size for a roll that credits for 1 Grain Eq. is 0.9 oz. Any portion size of the proposed product that credits for 1 Grain Eq. will be considered acceptable.
11. The case pack quantities included in provided specifications are suggested and not requirements. FNS prefers larger cases up to 35 lbs. maximum weight if several case sizes are available. State the exact case pack of the submitted product.
12. Product specifications are per portion, i.e., <250 mg Sodium indicates FNS requires less than that amount of sodium per portion for the submitted product.
13. Do not add or delete products to the spreadsheet.
14. When varieties of product that meet the same product specification are requested, (i.e., varieties of cold cereals) the variety flavor or type are to be listed in the "flavor description" column H.
15. Ensure the information entered on the Product Pricing Spreadsheet matches the specifications file submitted for each product.
16. Bidders are to submit NOI discount pricing for Items 1 thru 88
 - a. Manufacturer must have FDACS approved SEPDS for SY 2020 in order for Bidders to submit NOI Discount Pricing.
 - b. A products **Total Bid Sell** (Column Z) for processed commodity items (Items 1 – 88) will be determined by multiplying the **Estimated Annual Portions** (Column D) by the **Net Commodity Portion Cost** (Column Y)
 - c. A products **Total Bid Sell** (Column Z) for commercial products (Items 89 – 310) having no NOI commodity pricing will be determined by multiplying the **Estimated Annual Portions** (Column D) by the **Commercial Portion Cost** (Column X)

SECTION 6, FOOD SERVICE REQUIREMENTS

6.01 **Awardee shall be responsible for:**

- A. Having the capability to store and deliver weekly to approximately 207 delivery sites throughout Broward County.
- B. Offering services described herein at a fixed fee per case for delivered product.
- C. Administration and distribution of purchased, processed and non-processed USDA commodities.
- D. Soliciting competitive pricing for products on behalf of Food and Nutrition Services (FNS) using their product
- E. Supplying products according to specification
- F. One (1) person must be assigned to manage this contract. The person designated to manage this contract will be the main contact person the FNS department will communicate with on a daily basis and must be available to meet at the SBBC Food Service Office for a minimum of two (2) hours per week.

6.02 **Distribution Requirements:**

A. **Distributor's Inventory:**

1. The Distributor shall order products from sources in economical quantities and maintain inventories at an ample level to prevent out-of-stock situations, while avoiding excessive inventories, which might compromise product integrity.
2. Product substitutions due to out-of-stock situations should be held to an absolute minimum. Excessive occurrences of out-of-stock items may be cause for contract termination. It is expected that the Distributor will consistently fill at least 98% of the line items on the weekly orders and the products will be in acceptable condition.
3. It is the full responsibility of the distributor that orders are filled under all circumstances.
4. FNS will provide the Awardee with information as soon as it becomes available concerning the availability of USDA donated foods (commodities), which may impact inventory levels of some commercially purchased foods.
5. Inventory levels must be monitored prior to annual pricing renewals in order to avoid excessive inventory levels which could result in non-renewal products having more than 30 business day utilization by FNS.

B. **Warehousing:** Awardee is responsible for:

1. The efficient warehousing of all items prior to delivery to FNS locations.
2. Holding products at the appropriate temperatures and humidified as recommended by the packers or manufacturers, as to maintain the products and packages at optimum levels of quality and condition.
3. The safety, condition, and appearance of products and packaging materials while in their possession (receiving, storing and delivering).
4. Any product or package received out of condition, (as per HACCP guidelines) i.e. correct product temperatures.
5. For resolution of manufacturer/supplier product issues related to insufficient case content, inferior products, etc. and will facilitate credits or product replacements to FNS for the unacceptable products.
6. Opening facilities and records for inspection by FNS or SBBC at any time during normal working hours with twenty-four (24) hour notice.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.02 Distribution Requirements: (Continued)

C. Deliveries:

1. Deliveries shall be made to schools on a regular schedule, Monday through Thursday on school staff scheduled work days. Schools have various start and end times with most deliveries beginning at 6:30 AM and being completed by 2:00 PM. Deliveries completed by 2:00PM means the truck is completely off loaded, product placed in correct storage areas and product is signed for by FNS.
2. Each year the School Board approves school start times. Once school start times are approved by the Board a schedule will be provided to the Awardee. The delivery window of 6:30AM to 2:00PM may be extended at the discretion of FNS for schools that start prior to 6:30AM.
3. FNS may expand or modify delivery schedules for individual schools to optimize flexibility based upon mutual agreement with the Awardee. During summer school, deliveries may be required in a shorter delivery window depending upon the number of sites open and their hours of operations.
4. One delivery per week, per school is the standard. Some schools with large programs may require twice a week delivery.
5. Delivery schedules shall be submitted by Awardee to FNS for approval four (4) weeks prior to the first delivery and shall remain constant from week to week. Modifications must be by mutual consent of FNS and Awardee.
6. Changes to the established approved delivery schedules initiated by Awardee must be submitted to FNS for approval thirty (30) days prior to implementation unless an earlier date is mutually agreed upon by Awardee and FNS.
7. Awardee shall be notified by FNS in advance of school's scheduled days off so that special arrangements can be made for delivery. If a school's regular delivery day falls on a holiday or a school's scheduled day off, the Awardee will make arrangements to schedule deliveries either the day before or the day after the holiday or scheduled day off.
8. Each delivery shall be made in a single vehicle with dual or tri-compartments, to adequately protect frozen, dry, chilled, special care products and containers, in accordance with manufacturers or packers' recommendations for temperature maintenance, safety and quality.
9. Split deliveries, whereby a distributor uses one truck for dry and another for frozen, are unacceptable.
10. Drivers must deliver products into pantry, freezer or cooler rooms as designated by the school's food service manager allowing sufficient time for the complete receiving process.
11. Drivers are not required to stow products on shelves, nor to remove containers from master cases.
12. If item/items are omitted from an order by the Awardee, or delivered in unacceptable condition, i.e. defrosted frozen products or damaged containers, or past or within 30 days of manufacturer/supplier expiration dates replacement delivery must be made within twenty-four (24) hours, or longer time span if approved by FNS.
13. All line items must be delivered on the approved scheduled delivery day and time, at a minimum error free fill rate of 97 percent. Error free fill rate is defined as each site's order delivered in exact quantities ordered, for the specific items ordered, on the correct delivery date, at the correct prices.
14. Deliveries must not hinder traffic flow or safety of the students.

D. Order Transmittal:

1. Orders will be submitted electronically to Awardee by FNS based upon a mutually agreed upon schedule.
2. The individual school sites will place orders on a weekly basis electronically with adequate lead time for filling and distribution.
3. Awardee must have the capability to accept orders electronically in a variety of formats i.e. inventory management software programs, Excel spreadsheets, Awardee's online ordering system, etc. Awardee must be able to receive orders in a Fixed Column Non-Delimited Flat File.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

E. Order Processing:

1. Awardee shall discuss pending orders with FNS on a weekly basis (or as needed) to, ensure compliance with scheduled delivery, and discuss potential product substitutions and shortages, to arrive at a mutually agreed upon method of facilitation of district approval of substitutions, to finalize orders for delivery and screen delivered orders for shortages, errors, and needed pricing adjustments.
2. Awardee shall compare invoice prices to contract pricing, make necessary corrections to deliveries and track product usage figures district-wide and by school. Pricing discrepancies discovered after deliveries are made must be corrected prior to payment by FNS.
3. Awardee shall insure that only FNS approved products, market items, catering items, and opportunity buys that are approved for purchase by FNS will be made available to the school sites.
4. Items such as catering items and opportunity buys shall not be placed on the mainline, majority-approved list of items.
5. Invoices for non-awarded products delivered without prior approval from FNS will not be paid.

F. Forecasting:

1. Awardee shall analyze District's menus and determine purchasing requirements against menus (cycles, projections and historical data or other methods agreed upon by Awardee and FNS).

G. Product Substitutions:

1. Product substitutions due to out of stock situations should be held to an absolute minimum.
2. Substitutions cannot be made without prior approval from FNS District office.
3. Approved substitutions brought in by the distributor to alleviate out of stock products must be of the same or higher quality than the regular stock.
4. Substitutions must be delivered at the same or lower portion cost than the originally awarded item's portion cost.
5. Awardee product data sheets for approved substitutions must be sent to the FNS District office upon request prior to deliveries.
6. Data sheets shall include, but not limited to, ingredient and nutrition statements, pack sizes, instructions for preparation and serving and product sources.
7. Awardee shall notify FNS for approval whenever there is a change of sources, i.e. when foreign sources are substituted for domestic sources due to shortage of supplies etc.
8. All outages must be reported to and potentially substituted items confirmed by FNS a minimum of twenty-four (24) hours prior to delivery.
9. Awardee shall communicate outages and suggested substitutes, adjusting for possible different case counts utilizing a documentation method that is satisfactory to FNS.
10. Approved substitutions must be documented on the invoices in a manner approved by FNS.
11. Excessive manufacturer/supplier-related occurrences of out-of-stock items may be cause for contract termination with a specific manufacturer/supplier for specific product shortages. Awardee will work with FNS to provide another supplier of a similar acceptable product.
12. Excessive distributor-related occurrences of out-of stock items may be cause for termination of the contract.
13. If Awardee needs to make a brand change during the contract term, they shall submit a request to FNS listing the reason for the requested change along with the —new product's specifications with ingredients and manufacturer nutritional information. All changes in products must include competitive price solicitation by the Awardee.
14. FNS must approve any new brands via written electronic communication.
15. If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the Awardee's or manufacturer's inventory, the Awardee shall advise FNS, in writing, of the non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval shall furnish the replacement item. Samples of the replacement item(s), if requested, must be supplied for evaluation by FNS.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.03 Product Cost Solicitations:

- A. Subsequent Product Pricing from Manufacturers/suppliers:
1. Whenever changes are made in product sources, Awardee must assign a new distributor product number to the items.
 2. Exception: Costs may be bid for a period shorter than twelve (12) months in the event of short supplies or erratic market conditions, but only with the approval of FNS. In anticipation of obtaining lower costs, Awardee may be requested to rebid on selected items when soft markets exist or facilitate staggered pricing schedules for select groups of products if it is mutually determined that better pricing could be obtained for these products utilizing a timeline that is different than the established annual pricing timeline.
 3. Awardee shall not institute a cost change without prior approval by FNS.
 4. For each annual bid period (July 1st – June 30th) Awardee must request in place manufacturers/suppliers to either extend or lower their costs for the following twelve (12) months.
 5. Awardee must submit the results of pricing request solicitations and current product specifications to FNS to be reviewed for award recommendations by FNS with input from Awardee.
 6. Depending upon market conditions, when a manufacturer increases, extends or lowers cost, Awardee must solicit and document cost from other approved sources for the product specifications provided by FNS. FNS may agree to student product testing included in the competitive pricing process on subsequent solicitations.
 7. Awardee is expected to explore the supply sector for –Best Buys and provide adequate lead-time in soliciting rebids.
 8. Whenever a product cost increases significantly, particularly in medium or high volume items, FNS shall compare costs with other School Districts for the same or similar items. FNS shall review the option of making product source changes. Moreover, whenever costs escalate, FNS shall review market reports and forecasts for the purpose of refining the information pipeline on product supplies and demands.
 9. Awardee will facilitate staggered pricing schedules for select groups of products if it is mutually determined that better pricing could be obtained for products utilizing a market-driven timeline that is different than the established annual pricing timeline.
 10. Awardee must provide FNS with an initial list of product information and pricing by **April 15th**, of each year during the term of this contract.
 11. If Awardee currently stocks an untested brand which is similar to the approved brands listed, Awardee may petition FNS to test and approve Awardee's product for competitive pricing.
 12. If the product is accepted by FNS and if the price is competitively determined to be less than similar products, FNS may accept Awardee's stocked product as the item of choice.
 13. If Awardee wishes to submit pricing as an –or equal, the item must meet FNS approved specifications, and be tested and approved by FNS in accordance with their procedures.
 14. Product costing must be approved by FNS prior to the anniversary date of each costing period. When any product's cost is not approved prior to the anniversary date, Awardee shall carry-over a sufficient, minimum thirty (30) day supply, of the item(s), at the current bid price to allow for additional time to review and approve costs.
 15. Residual inventory of items not approved for renewal must be utilized by FNS within sixty (60) regular school days (not to include summer school) at the end of the annual pricing period at the approved bid price or lower. Awardee shall provide by April 30th, of each year during the term of the contract, an inventory of all items not approved for renewal. FNS and Awardee will work together to deplete inventory of these items.
 16. Cost Cancellation: Whenever a manufacturer cancels a twelve-month firm cost prior to expirations, Awardee is required to solicit pricing in the same manner as for subsequent annual pricing solicitations (See Paragraph B, 1 above).
 17. Cost Decreases: Cost decreases intended for the end user's benefit must be passed along to FNS as soon as they occur whenever the market softens for an item or group of items. It is the Awardee's responsibility to seek lower costs from the in-place supplier or from alternate sources as may be deemed advantageous.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.03 Product Cost Solicitations: (Continued)

A. Subsequent Product Pricing from Manufacturers/suppliers: (Continued)

18. Emergency Cost Increases: In the event of a short supply or cost increase caused by any emergency, including market conditions or ingredient shortages, Awardee will present to FNS for approval an alternate temporary plan to alleviate the shortage and, if necessary, to provide similar items from an alternate source. The exact nature/cause of the emergency must be adequately documented in writing. Any plan to resolve or address a shortage must be approved by FNS prior to the effective date of the emergency price increase.

6.04 Selling Prices

A. Fixed Delivery Fee Per Case:

1. Bidder shall bid a dollars and cents fixed fee per case extended to two (2) decimal points, i.e. \$1.01.
2. The fee shall include all cost and profit outside the approved cost of products delivered to the Bidder's warehouse.
3. The fee for partial cases shall be prorated based on the number of units ordered from the full case.
4. FNS will keep partial case orders to a minimum, mostly spices, condiments and some non-food items.

B. Selling Prices:

1. To arrive at selling prices add the two-decimal point cost price of individual items to the two-decimal fee, i.e. case cost price \$20.25, fixed fee \$1.01 = selling price of \$21.26
2. To arrive at the selling price for partial cases, divide the number of units in a full case into the case selling price (cost + fixed fee), i.e. selling price of a case of six units is \$21.26, one unit is \$3.54 (\$21.26 divided by 6).

6.05 Invoices, Credits and Receiving

A. Payment Terms

1. FNS will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
2. FNS has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
3. By submitting a bid to SBBC, Awardee expressly agrees that if awarded a Contract, SBBC and/or FNS may withhold from any payment, monies owed by Awardee to SBBC and/or FNS for any legal obligation between Awardee and SBBC and/or FNS.
4. FNS shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

B. Credits

1. Awardee shall agree to accept, for full credit, the return of any item which is found by FNS to be defective in quality or packaging so as to render them unusable for its intended purpose.
2. Products rejected at delivery are to be individually credited by correctly marking through the individual product the original invoice/delivery ticket. Both FNS and the delivery person will initial the change(s). Vendor must issue a computer-generated memo or hand-written credit memo at the time of delivery. This credit must be signed by the vendor's delivery person and an FNS employee. Each handwritten credit memo must be completed on a pre-numbered form for tracking. FNS will adjust the invoice prior to submitting it for payment. The cost of the rejected product will be subtracted from the total due on the invoice/delivery ticket. Any price discrepancies on an invoice shall require that the invoice be held until a credit memo is received from Awardee. For product(s) found to be defective after the delivery or for products not ordered but delivered, the Awardee will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.05 Invoices, Credits and Receiving (Continued)

C. Invoices

1. Awardee will furnish a computerized invoice that will indicate quantities, FNS item numbers, unit price and extended price for each item. All invoices submitted by the Awardee shall contain FNS item numbers for each line item ordered. FNS item number shall be the predominant number.
2. All commodity processed items must list the per case delivery fee on a separate line. This includes "Net Off Invoice" and "Fee for Service" commodities.
3. On the final page of each school's invoice, group totals for food, non-food and commodities must be furnished. These totals combined must reflect the total of all the pages of the invoice. For example:

Food	\$1,200.00
Non-Food	\$ 800.00
Commodity	<u>\$ 25.00</u>
Invoice Total	\$2,025.00

4. The cost to the District shall be calculated as outlined below. The result of the calculation should appear on the invoice. Product cost, plus the fee for service per case rounded to the nearest whole cent, which will be the invoice/delivered cost.

<u>Example #1</u> Rounding down	<u>Example #2</u> : Rounding Up
Product Cost: \$4.184 per Case	Product Cost: \$4.186 per Case
Plus \$1.25 markup	Plus \$1.25 markup
\$5.43/Case	\$5.44/Case

D. Receiving and Invoicing:

1. FNS Manager or designated receiver is required to verify total quantities and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. Invoice/delivery tickets must show product description, brand and codes, pack size, quantities delivered, unit cost and total extended cost. In the event of a substitute item, the word "substitute" must be clearly indicated. An original invoice/delivery ticket must be left at the school site for each delivery.
2. The designated school receiver shall sign each invoice. Shortages, damages, etc. shall be noted on each invoice by the FNS Manager and initialed by both manager and delivery person. If re-delivery is required, a separate invoice shall be generated for the re-delivered product.
3. If an invoice is not signed by a FNS employee or designated receiver, then payment to the Awardee for that invoice will be denied. Deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.06 Cost Audits and Management Reports

A. Cost Audits:

1. FNS may audit product cost by requesting the Awardee to provide confirmations of delivered costs from manufacturers/suppliers and/or freight haulers.
2. Product cost quoted by Bidder shall reflect delivered costs which shall include in-bound freight and warehouse transfers.
3. Audits may be conducted on one or more items at the option of FNS.
4. Product cost may be audited prior to contract award as well as throughout the duration of the contract and up to five (5) years after termination of the contract at the discretion of FNS or SBBC.
5. Awardee shall provide files and responses to questions and/or findings in formats mutually agreed upon by the FNS or SBBC auditor and Awardee.
6. Awardee shall retain, in an accessible manner, all records, particularly delivery invoices, cost records, packer and freight invoices, utilization data, and other pertinent information as may be relative to this contract, for a period of five (5) years after the fiscal year to which they pertain. This period may be extended at the discretion of SBBC to the extent necessitated by rule or law changes or mandates, etc. of federal, state or local governing bodies. Awardee shall receive SBBC's approval prior to record destruction.

B. Management Reports:

1. Awardee shall provide an annual comprehensive cost-comparison report which shall list side by side item costs for the previous twelve (12) months with the new twelve (12) months with plus (+) or minus (-) cost changes for all products (including products that may have been discontinued).
2. Each report shall also list the unit usage for the previous twelve (12) month period for all products.
3. The usage shall be multiplied by the plus or minus unit cost difference to show the total plus to minus cost differential for each product
4. The plus or minus cost differential column shall be totaled to show a plus or minus cost differential total for the period.
5. Items shall be listed as agreed upon by FNS and Awardee for the previous twelve (12) month period.
6. Reports shall indicate whenever there is a change, such as pack size that would affect cost.
7. Columns on the twelve (12) month management report shall reflect the following:

(a) FNS Item Number	(i) Usages Previous 12 Months
(b) Distributor Item Number	(j) New Fee
(c) Brand	(k) Previous Fee
(d) Packer's ID Number	(l) New Selling Cost
(e) Product Description	(m) Previous Selling Cost
(f) Pack Size	(n) Difference—Plus (+) Minus (-)
(g) New Cos	(o) Difference +/- Totals (Items9x14)
(h) Previous Cost	(p) Vendor Source (Broker/Packer)

C. Utilization Reports:

1. Awardee shall provide separate monthly and year-to-date utilization reports by items in terms of units and dollars.
2. These reports shall be prepared by the Awardee for the previous twelve (12) months as may be requested by FNS.
3. The reports must be supplied to FNS electronically in the form of an excel spreadsheet.
4. Additional reports may be provided as mutually agreed upon FNS and Awardee.

D. Delivery Performance Reports

1. Awardee shall provide six-month delivery performance reports to SBBC by reviewing delivery tickets for seven schools, as designated by SBBC, and submitting a summary report for each school relative to distributor errors, based on the acceptability and accuracy of line items. Reports shall be submitted within 21 days of school selections.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.07 USDA Commodities

A. USDA Commodities:

1. FNS participates in USDA direct delivery of USDA Foods (Brown Box).
2. Awardee shall provide storage and distribution of brown box commodities for FNS that includes a storage fee and fixed price delivery fee. There is no storage fee for the first sixty (60) days after receipt of product. No additional fees allowed.

B. Net-off Invoice or Modified fee for Service Invoicing for USDA Processed Products:

1. Awardee that includes "Net-Off Invoice" or "Modified Fee for Service Invoicing" must have the ability to work with FNS (with adequate commodity allocations) to provide the discounted price for USDA commodity products purchased through the commercial bid. "Net-off Invoice Value Pass Through System" (VPT) is a variation of the "hybrid system" which allows an Awardee to sell end products to FNS at a discount and submit a refund application for the contract value of the donated food contained in each case to the processor. Under the "Net-Off Invoice system", Awardee does not submit a physical refund application, but rather deducts any eligible discount from the invoice received from the processor. "Modified Fee for Service" is a Value Pass Through system whereby Awardee bills the recipient agency (RA), for the end products that include the Fee-for-Service and Awardee's costs. Awardee must provide documentation to the RA that describes the Fee-for-Service price and Awardee's cost separately.
2. The recipient agency in this contract is SBBC's FNS school meals program.
3. Under the Net-Off Invoice system, the Awardee does not submit a physical refund application, but rather deducts any eligible discount from the invoice received from the processor.
 - a. For example, under the Net-Off Invoice, Value Pass Through (VPT) system a processor sells identical commodity and commercial product to Awardee at a gross commercial price of \$30.00 per case.
 - b. The value of the donated commodity food contained in one case of finished end product in this example is \$10.00.
 - c. Awardee sells the product at a discounted price based on the value of the donated food contained in the finished case, or in this example \$20.00 plus Awardee's fixed fee per carton.
 - d. Awardee then deducts the value of the donated food from the gross commercial price shown on the processors' invoice to Awardee and remits the balance due to the processor.
4. Awardee must itemize or note the value of the commodity on each invoice.
5. The invoices must identify the gross case price and the value of donated food(s) per case on separate lines.
6. In no instance shall the base (gross) price exceed the commercial products cost per case established via fair and open competition.
7. Awardee shall maintain a program that meets the reporting requirements of the State of Florida and any audit requirements, tracks and deducts the commodity value of the product delivered to FNS and tracks remaining entitlement and posts delivery of all items to either ProcessorLink or K12Foodservice.com to track usage of allocated products.
8. No Brand or item code substitution of products is allowed.
9. Processed end products shall only be purchased from processors that have an approved processor end product summary schedule with the Florida Department of Agriculture and Consumer Services and have been approved by that agency to participate in the Net-off Invoice VPT System
10. Only end products that meet the substitution and grading requirement in 7CFR 250.30 may be provided.
11. FNS must have a positive inventory "on the Books" or "in the Bank" with processors to purchase items using the net-off invoice alternate system.
12. Awardee is responsible for monitoring inventory balances "on the Book" or "in the Bank" before purchasing net-off invoice commodity processed products.
13. Awardee is responsible for sales verification of net-off invoice commodity processed products and must have the technology in place to meet the reporting and tracking requirements of processors using either the K12Foodservice or ProcessorLink systems.
14. Title to product under this section transfers to FNS upon delivery by Awardee.
15. Awardee's tracking and billing systems must be able to accommodate commodity processed products that contain more than one commodity in a product (i.e., both cheese and flour in a pizza product.)

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.07 USDA Commodities (Continued)

C. Awardee Requirements USDA Commodities:

1. Awardee shall receive commodity foods for storage, delivered to their warehouse by, but not limited to the US Department of Agriculture under consignment to FNS.
2. Receipt of all USDA Commodities including processed commodities shall be reported to FNS by email.
3. Upon receipt of federally donated commodities for FNS, Awardee shall be responsible for inspecting the cases/cartons, etc., for product identification, visible damage, shortages or overages and to note any such discrepancies on all shipments. This applies to rail, truck, and container shipments or any other manners in which the commodities are shipped.
4. Awardee shall follow the instructions as presented in the "Florida Recipient Agency Procedures Manual" specifically regarding Electronic Commodity Receipting Responsibilities (250.14-1Q).
5. Awardee shall be responsible for any demurrage charges which may accrue as a result of negligence or failure to unload product within the allotted time.
6. Shipments containing damaged products or shortage received shall first be reported to the carrier for inspection prior to unloading. Communication will be made to FNS, advising them of the existing situation, the products involved and the count of each item as noted.
7. Damaged items shall be separated by shipment and labeled with date and a withdrawal ticket covering damaged items signed by the carrier.
8. If any commodities tendered by the delivering carrier at the time of such delivery are broken, destroyed, lost or damaged in any way, the Awardee shall immediately notify the coordinator or designee of the Florida Department of Agriculture and Consumer Services Bureau of Food Distribution, Tallahassee, Florida, and the delivering carrier in writing of such shortages or damages, thereby relieving Awardee of any liability thereof.
9. All such shortages and/or damages shall be fully documented so as to form the basis for claims against the delivering carrier. These reports are to be forwarded to FNS.
10. All breakages, shortages and damages which are not adequately documented and reported shall be the liability of Awardee.
11. Damaged products are not to be accepted into storage except upon permission from FNS.
12. FNS shall be informed on the same day regarding the extent of damage and its disposition.
13. All instances of damages, shortages or overages connected with incoming shipments must be reported in the Notice of Shipment and Receiving Report within five (5) days following receipt.
14. Cases/cartons shall be marked by Awardee identifying them as property of FNS and also identified with the assigned delivery order number.

D. Delivery of Commodity Products:

1. Awardee shall deliver the quantity of federally donated commodity foods as directed by FNS.
2. Commodities to be delivered will be ordered electronically utilizing the same ordering system for commercial food and non-food items.
3. Awardee is responsible for maintaining the quality of the food products stored through proper rotation, for the loss of food products by mysterious disappearance, ammonia damage, water damage, vermin infestation, elements of nature, or any other losses for which a public warehouse person is normally required to maintain protection for stored food products.
4. Products are to be stored and palletized in a manner to facilitate the removal for delivery on a "first in - first out" basis.
5. Awardee will maintain sanitary conditions and otherwise meet Florida Department of Health standards in addition to local standards.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.07 USDA Commodities (Continued)

6. Required Temperatures:
 - Hard Frozen -10° to 10°F
 - Chilled 33° to 41°F
 - Canned/Dry 50° to 70°F
 7. Awardee's plant facilities shall be subject to inspection and inventory by representatives of FNS, the US Department of Agriculture, and Bureau of Food Distribution, Tallahassee, Florida at any time during normal working hours without additional cost to FNS.
 8. In the event that such commodity foods are lost, destroyed, broken or damaged in any way through the negligence or the lack of proper care or storage or handling by Awardee, their agents or employees shall be liable therefore, and their liability to FNS shall be determined on the basis of replacing the commodity foods in the same quality and quantity or payment in lieu of the commodities at the same rate that will be required to replace the commodities.
 9. Awardee assumes responsibility for any and all property of FNS tendered upon the premises of Awardee for warehousing.
- E. Processed USDA Donated Commodity Products:
1. FNS reserves the right to solicit pricing for additional commodity processed products not included in the Product Pricing Spreadsheet.
 2. Awardee is responsible for assisting with the tracking of the Commodity Product from the USDA to the Processor and ultimately, delivery to FNS.
 3. In the event that diverted raw donated product remains at a manufacturer's facility at the end of the Awardee's bid cycle, Awardee will make all efforts to utilize the donated product including, but not limited to, assisting FNS with adding language in Commodity Solicitations to cover such circumstances.
 4. Processed commodities that are stored at Awardee's facility **MAY NOT** be used for any other purpose than for FNS.
- F. Shortage Settlement Procedures:
1. Awardee shall be responsible for reconciling the month ending inventory with FNS within five (5) working days of the following month.
 2. At the end of each month Awardee shall reimburse FNS for any shortages noted.
 3. For Commodity processed products, the amount shall include the cost of processing plus the current value of the USDA donated food.
 4. On or before January 1st and June 30th of each year of the contract period, a physical count may be made of all USDA Commodities owned by FNS.
 5. Seven (7) days' notice shall be given to Awardee of the date when the inventory information is needed and it shall be understood that this inventory will be taken with no additional cost to FNS and is taken in a prompt, careful and accurate manner.
 6. Awardee is to present the information no later than seventy-two (72) hours or three (3) days after the count is taken, to FNS.
 7. After completion of the inventory, Awardee shall reimburse FNS the current value of any shortages noted.
 8. A credit may be issued for any inventory overage subsequently disclosed at the next regularly scheduled inventory.
 9. The inventory credit shall be applied to any shortage occurring in the next physical inventory, but in no case beyond the duration of this contract.
 10. Should an overage be found at this physical inventory, it will not be accumulative to any prior overage and in no event will the overage be applied against shortages which occurred more than twelve (12) months prior to the inventory when the overage was disclosed.
 11. Value of the merchandise used in determining the amount of liability will be the current gross dollar value in place in the warehouse including all storage and handling charges.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

6.07 USDA Commodities (Continued)

G. Condemnation of Food Product:

1. Before any USDA commodity food may be discarded, it shall be condemned by FNS's County Health Department and reported to FNS on a Stop Sale Notice (HRA-4045).
2. The value of the items destroyed must be placed by the entity found at fault with appropriate documentation provided to FNS so that this replacement may be documented to the Department of Agriculture and Consumers Services.

6.08 Residual Inventory at Contract Termination: Because of the nature of this ITB, the awarded distributor may be required to stock items not normally maintained in the inventory. These items are termed, Special to the Contract. Thus, in the event that a Distributor should not be successful in securing the contract for the next period, or if the contract is otherwise terminated, the District will purchase items designated special to the contract, at the most recent contract costs, as approved by the District.

- A. Purchases of this type are limited to a 30-day supply as determined by the District.
- B. The District must be provided with an in and out inventory report, of items special to the contract, going back at least 60 days prior to the date of contract termination. This report shall indicate reports and drawdowns to arrive at ending quantities.
- C. Purchased residual inventory stock will apply only to those items that are undamaged and currently dated and not in inventory as the result of an unusual large order being placed during period subsequent to the awarding of a contract.
- D. The requirement may be voided if the contract is terminated by the distributor or is terminated for cause by the District.

6.09 Allowable Costs

Allowable costs will be paid to the Awardee net of all discounts, rebates and other applicable credits accruing to or received by Awardee or any assignee under the contract; to the extent those credits are allocable to the allowable portion of the costs billed to FNS:

- (a) Allowable costs will be paid from FNS to Awardee net of all discounts, rebates and other applicable credits accruing to or received by Awardee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to FNS;
- (b) Awardee must separately identify for each cost submitted for payment to FNS the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
- (c) Awardee must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (d) Awardee's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars; A-87 for cost principals, A-102 for administrative requirements, and A-133 for audit requirements.
- (e) Awardee must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract;
- (f) Awardee must individually identify discounts, rebates and other applicable credits on all bills and invoices presented to FNS for payment; and
- (g) Awardee must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to FNS, the State agency, or the US Department of Agriculture.
- (h) *Prohibited Expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in Awardee receiving payments in excess of the contractor's actual, net allowable costs.

SECTION 6-FOOD SERVICE REQUIREMENTS (Continued)

- 6.10 END OF CONTRACT INVENTORY TRANSFER:** At the End or Termination of the contract, it is the Distributor's responsibility to transfer and deliver any inventory consigned to the School District of Broward County to the "new Distributor", at no cost to the District. The new Distributor will accept all deliveries of inventory for all products.

SECTION 7- SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

1. M/WBE Participation: The SBBC Supplier Diversity Outreach Program has implemented a three (3%) percent non-mandatory Aspirational percentage goal for overall M/WBE participation on this Solicitation:

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE prime and subcontract participation in School Board contracts is established each year for construction, professional services, commodities, and other contractual services industry categories. This annual Aspirational Goal is set (and thereafter adjusted) by the Goal Setting Committee (“GSC”) based upon the M/WBE availability by industry in accordance with the District’s 2015 MTA Disparity Study findings, along with relative M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (“CBR”) system, and the utilization of M/WBEs. Annual Aspirational Goals are not to be routinely applied to individual contracts but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program.

Should the prime bidder elect to propose a M/WBE participation plan. These goals will represent M/WBE utilization the Bidder intends to achieve during contract performance. The goals should represent a realistic and achievable commitment. M/WBE Bidders may indicate your self-performance as well as work you intend to subcontract to other M/WBE firms. Propose M/WBE utilization goals by completing Form 00470 – Statement of Intent to Perform As an S/M/WBE Subcontractor Form - and Form 00475 – Small/Minority/Business Enterprise Subcontractor participation Schedule Form.

S/M/WBE vendors utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid is due. For information on S/M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit www.browardschools.com/sdop. The SBBC Supplier Diversity Outreach Program works to increase the participation of Small, minority and women-owned business enterprises in purchasing activities. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process and an equitable distribution of SBE firms participating for the award of this Proposal.

Please go to the [M/WBE Vendor Listing](#) to view the current list of SBBC M/WBE-Certified firms.

SECTION 8- INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

SECTION 9- GENERAL DEFINITIONS & ABBREVIATIONS

Definitions: As used in this ITB, the following terms shall have the meanings set forth below:

Approved Substitutions: Any item(s) offered as a “like” replacement or substitute item for an item not available by the original stated delivery date. List of which must be presented to FNS for approval a minimum of twenty-four (24) hours prior to the scheduled delivery.

Awardee – That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

Awardee’s Contract Manager: The Contract Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

Bidder: The term “Bidder” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School District in response to this invitation.

Contract: The document resulting from this ITB between SBBC and Awardee, along with any written addenda and other written documents, which are expressly incorporated by reference.

Day: The word “day” means each calendar day or accumulation of calendar days.

Error-Free Fill Rate: Individual member’s site delivery, that include exact items and quantities ordered, delivered on the correct delivery date. This does not include any product substitutions.

FNS – Food and Nutrition Services, The School Board of Broward County, Florida

HACCP: Hazard Analysis Critical Control Point

Product Pricing Spreadsheet: Price sheet.

SBBC – The School Board of Broward County, Florida

School Board: The word School Board refers to the elected officials of The School Board of Broward County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School Board’s Contract Manager(s): The Contract Manager(s) have responsibility for the day to day administration of the resulting contract for the School Board and will be designated prior to award of contract.

School District: The word School District refers to the entity, Broward County Schools.

Substitutions: A delivered replacement item.

Unauthorized Substitution: Any item not confirmed by FNS for a minimum of twenty-four (24) hours prior to delivery.

USDA – United States Department of Agriculture

VPT – Value Pass Through

SECTION 10, PRODUCT PRICING SPREADSHEET

PLEASE USE EXCEL SPREADSHEET

FY20-014 PRODUCT PRICING SPREADSHEET

AVAILABLE AS AN ATTACHMENT FOR DOWNLOAD IN DEMANDSTAR

**PRODUCT PRICING SPREADSHEET MUST BE SUBMITTED WITH THE BID, IN TIME FOR BID OPENING
 TO BE CONSIDERED FOR AWARD**

Sample:

Item Number	Bid Item	Estimated Annual Portions	Broker	Vendor Name	Brand/Label	Flavor Description	Mfg Id #	Case Pack Number Only	Pack/Unit Size Number Only
Refer to Bid Specification sheet for items 1 through 310	ITEMS 1 THROUGH 88 ARE FOR COMMODITY PROCESSED ITEMS AND MUST UTILIZE USDA COMMODITIES								
example	SAUCE, TOMATO, MARINARA. Nutritionally enhanced, low sodium, no high fructose corn syrup. <200 mg Sodium. Provides minimum 1/2 cup red/orange vegetable credit. Suggested Pack: 6/#10 cans	958,195	Joe	ABC	Acme	unflavored	1234	6	108
	BEEF PATTY. Fully cooked flame-grilled, lightly seasoned beef (86/14). Sov added. Round shape with								

SECTION 10, PRODUCT PRICING SPREADSHEET (Continued)

REQUIRED ADDITIONAL PRICING INFORMATION

This information **must be submitted** in conjunction with your Product Pricing Spreadsheet.

- Fixed Delivery Fee Per Case: \$ _____/per case
- Fixed Storage Fee per case of stored USDA commodity per month: \$ _____/per month
 Awardee shall provide storage and distribution of brown box commodities for FNS that includes a storage fee and fixed price delivery fee. There is no storage fee for the first sixty (60) days after receipt of product. No additional fees allowed.

SECTION 11, PRODUCT SPECIFICATIONS

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
1	APPLESAUCE CUPS, FLAVORED 4.5 oz. Minimum of three flavors to be determined by SFS. Shelf stable, individual portion, single serve. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 50 calories. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested Pack: 96/ 4.5 oz. cups. Portion: 4.5 oz cup	Approved Brand(s), or equal: National Food Group A1590
2	APPLESAUCE CUPS, PLAIN. 4.5 oz. Shelf stable, individual portion, single serve. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 50 calories. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested Pack: 96/ 4.5 oz. cups. Portion: 4.5 oz. cup	Approved Brand(s), or equal: National A1500
3	BBQ SAUCE DUNK CUPS. Individual 1 oz. dunk cups. Nutritionals based on 1 portion. Contains maximum 50 calories. Contains maximum 100 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains no High Fructose Corn Syrup. Suggested Pack: 250/1 oz. Portion: 1 dunk cup	Approved Brand(s), or equal: Red Gold REDOAI Z
4	BEEF CHEESEBURGERS ON WHOLE GRAIN BUN, MINI TWIN. Fully cooked mini beef pattie with onion and a slice of American cheese on a mini whole grain bun. Soy added. Char marked. Two sandwiches packaged together in Mylar film wrap. CN labeled. Contains maximum 320 calories, 13 grams of fat, 480mg sodium. 1 serving provides 2 Meat/Meat Alternate, 2 Grain. Suggested Pack: 96/4.7 oz. Portion: 4.7 oz.	Approved Brand(s), or equal: Advance Pierre 1171.
5	BEEF CRUMBLES. Fully cooked soy added. CN labeled. Contains maximum 120 calories, 7 grams of fat, 430mg sodium. 2.5oz serving provides 2 Meat/Meat Alternate. Suggested Pack: 8/ 5 lb. Portion: 2.5 oz. Portions per case: 256	Approved Brand(s), or equal: Advance Pierre 9737
6	BEEF DIPPER. Fully cooked flame broiled beef with teriyaki sauce and soy added. Char marked. Unique strip shape for dipping. CN labeled. Contains maximum 160 calories, 8 grams of fat, 440mg sodium. 4 pieces provides 2 Meat/Meat Alternate. Suggested Pack: 571/7 oz. Portion: 2.8 oz. Servings per case: 143	Approved Brand(s), or equal: Advance Pierre 3740
7	BEEF MEATBALLS. Fully cooked beef meatballs with seasonings and soy protein added to enhance flavor. CN labeled. Contains maximum 150 calories, 9 grams of fat, 250mg sodium. 5 pieces provides 2 Meat/Meat Alternate. Suggested Pack: 960/.5oz. Portion: 2.5 oz. Servings per case: 192	Approved Brand(s), or equal: Advance Pierre 1-17-505-0
8	BEEF PATTY. Fully Cooked flame-grilled, lightly seasoned beef (86/14). Soy added. Round shape with charmarks. CN labeled. Contains maximum 140 calories, 8 grams of fat, 290mg sodium. 2.5oz patty provides 2 Meat/Meat Alternate. Suggested Pack: 135/2.5 oz. Portion: 1 patty	Approved Brand(s), or equal: Advance Pierre 3772
9	BEEF RIB PATTY. Fully cooked boneless chopped beef rib pattie with a moderate amount of honey barbeque sauce. Soy added. Thick, naturally rounded ribs. CN labeled. Contains maximum 200 calories, 10 grams of fat, 680mg sodium. 3.2oz patty provides 2 Meat/Meat Alternate. Suggested Pack: 100/3.25 oz. Portion: 1 rib patty	Approved Brand(s), or equal: Advance Pierre 3716
10	BEEF STEAK BURGER. Fully cooked flame-grilled beef steak burger. NO Soy added. Natural shape with charmarks. Sleeve pack. CN labeled. Contains maximum 200 calories, 14 grams of fat, 130mg sodium. 3oz burger provides 2.75 Meat/Meat Alternate. Suggested Pack: 160/3 oz. Portion: 1 patty.	Approved Brand(s), or equal: Advance Pierre 1-15-930-20.
11	BURRITO, BEAN & CHEESE. Cheese and pinto bean filling. Fully cooked, spicy, 5.2 oz. suggested portion size or amount to meet 2 M/MA, 2 Grain Eq., WGR, Delivered Frozen, Heat and Serve, Packaged: Individually, < 25% Calorie from Sat Fat, <700mg Sodium. Suggested Pack: 96/5.2 oz. Portion: 1 burrito	Approved Brand(s), or equal: Cabo Primo 71662
12	BURRITO, BEEF & CHEESE. Taco seasoned ground beef, American cheese, green chili sauce dual filled in a WGR wheat and stone ground corn masa tortilla, precooked, 5 oz. suggested portion size or amount to meet 2 M/MA, 2 Grain Eq., WGR, Delivered frozen, Packaged: Bulk, <20% calories from Sat Fat, <575 mg Sodium Suggested Pack: 60/5 oz. Portion: one burrito.	Approved Brand(s), or equal: Foster Farms #5211

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
13	CHEESE CUPS, CHEDDAR. 3 oz. cup. Shelf Stable. Must conform to USDA Child Nutrition Program specifications and meet 1 M/MA per 3 oz. serving. Must Supply ≤10g fat, ≤6g saturated fat, 0g Trans Fat, ≤570mg sodium. Suggested Pack: 140/3 oz. Portion: 3 oz. cup	Approved Brand(s), or equal: LOL 39911
14	CHEESE STICK, MARBLE. Colby jack and mild cheddar cheese stick. , Individually wrapped, minimum 168 per case , Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 110 calories. Contains maximum 10 grams of fat. Contains maximum 7 grams of saturated fat. Contains maximum 200 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested Pack: 168/1 oz. Portion: 1 stick	Approved Brand(s), or equal: BONGARDS 40293
15	CHEESE STICK, MOZZARELLA. Mozzarella string cheese stick, part skim. Individually wrapped, minimum 168 per case , Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 100 calories. Contains maximum 9 grams of fat. Contains maximum 5 grams of saturated fat. Contains maximum 225 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested Pack: 168/1 oz. Portion: 1 stick	Approved Brand(s), or equal: BONGARDS 40295,
16	CHEESE, CHEDDAR, SHREDDED. Mild yellow cheddar cheese. Minimum 20# case Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 110 calories. Contains maximum 10 grams of fat. Contains maximum 7 grams of saturated fat. Contains maximum 200 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested Pack: 6/5 lb. Portion: 1 oz. Portions per Case: 480	Approved Brand(s), or equal: BONGARDS 75519-1
17	CHEESE, MOZZARELLA, SHREDDED. Part skim low moisture mozzarella cheese. Minimum 20# case. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 90 calories. Contains maximum 7 grams of fat. Contains maximum 4 grams of saturated fat. Contains maximum 200 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested Pack: 4/5 lb. Portion: 1 oz. Portions per Case: 320	Approved Brand(s), or equal: BONGARDS 75507-1,
18	CHEESE, MOZZARELLA, SLICED. Minimum 4/5# low-moisture part-skim sliced mozzarella Nutritionals based on 1 portion. Contains maximum 110 calories. Contains maximum 8 grams of fat. Contains maximum 4 grams of saturated fat. Contains maximum 250 milligrams of sodium, Contains no Trans Fats. CN Labeled or supporting documentation required. Suggested Pack: 4/5 lb. Portion: 1 oz. Portions per Case: 320	Approved Brand(s), or equal: Bongards 10038-1.
19	CHEESE, PEPPER JACK, SLICED. Minimum 10# case Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 70 calories. Contains maximum 7 grams of fat. Contains maximum 4 grams of saturated fat. Contains maximum 280 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 0.5 meat/meat alternate credits(s). Suggested Pack: 4/5 lb. Portion: 1 oz. Portions per Case: 320	Approved Brand(s), or equal: BONGARDS 10341-1
20	CHEESE, YELLOW AMERICAN, SLICED. Yellow American reduced fat/ reduced sodium. Minimum 20# case. . Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 80 calories. Contains maximum 6 grams of fat. Contains maximum 4 grams of saturated fat. Contains maximum 300 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 0.5 meat/meat alternate credits(s). Suggested Pack: 6/5 lb. Portion: 1 oz. Portions per Case: 480	Approved Brand(s), or equal: BONGARDS 10135
21	CHEESY BREADSTICKS, Bulk packed, 4 oz. serving size. Three scored bread-sticks equates to 1 serving. One serving consists of 2 bread and 2 ounces of meat/meat alternate. Crust consists of three scored breadsticks with a lite garlic Parmesan smothered in mozzarella cheese topping. Product is whole grain enriched and zero trans fat. The calories are not to exceed 260 and the sodium will be 380 mg. or less per serving. Suggested Pack: 105/4 oz. Portion: 4 oz.	Approved Brand(s), or equal: S&F Foods 151BC.
22	CHICKEN BREADED 8 CUT. Fully cooked, whole grain home-style breading, seasoned, 8-way-cut. Suggested portion size or amount to meet 2 M/MA, 1 Grain Eq. , <25% Calories from Sat Fat <600mg sodium. Contains no Trans Fats. Suggested Pack: 35 lb. Portions per case: 80	Approved Brand(s), or equal: Gold Kist 7812.

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
23	CHICKEN CURRY. Boneless, skinless chicken, fully cooked leg meat complete with curry sauce packet. Must not contain shellfish or shellfish products. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 200 calories. Contains maximum 4 grams of fat. Contains maximum 1 grams of saturated fat. Contains maximum 500 milligrams of sodium. Contains no Trans Fats. Contains no MSG. CN Labeled or supporting documentation required. Provides minimum 2 meat/meat alternate credits(s). Suggested Pack: 6/5 lb. chicken and 6/32 oz. curry sauce Portion: 2.8 oz. Portions per Case: 240	Approved Brand(s), or equal: Yang's 15567-8.
24	CHICKEN DICED. Fully cooked, No Added Soy Protein, 2.72 oz. suggested portion size or amount to meet 2 M/MA, Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <195mg Sodium, No Wheat, No Milk, No Egg. Suggested Pack: 6/5 lb. Portion: 2.72 oz. Portions per case: 176	Approved Brand(s), or equal: Pilgrims Pride 1230,
25	CHICKEN DRUMSTICK BREADED. Fully Cooked whole grain breaded. No artificial ingredients. Contains maximum 290 calories, 17 grams of fat, 550mg sodium. 1 drum provides 2 Meat/Meat Alternate. Suggested Pack: 30 lb. case. Portion: one drumstick. Portions per case: 108	Approved Brand(s), or equal: Tyson 666010-0928, Gold Kist 7803.
26	CHICKEN FILET. Fully cooked, breaded, hot and spicy, skinless and boneless breast meat, No Added Soy Protein, 1 piece whole muscle chicken fillet, 4 oz. suggested portion size or amount to meet 2 M/MA, 1 Grain Eq., WGR. Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <550 524mg Sodium, No Egg. Suggested Pack: 120/4 oz. Portion: 1 fillet	Approved Brand(s), or equal: Gold Kist 7517
27	CHICKEN FILET. Fully cooked, breaded, skinless and boneless breast meat, No Added Soy Protein, 1 piece whole muscle chicken fillet, 4 oz. suggested portion size or amount to meet 2 M/MA, 1 Grain Eq., WGR. Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <590 524mg Sodium, No Egg. Suggested Pack: 120/4 oz. Portion: 1 fillet	Approved Brand(s), or equal: Gold Kist 7516
28	CHICKEN GENERAL TSO'S. Whole grain, thinly battered chicken chunks complete with sauce packet. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 5 grams of fat. Contains maximum 3 grams of saturated fat. Contains maximum 462 375 milligrams of sodium. Contains no Trans Fats. Contains no MSG. CN Labeled or supporting documentation required. Provides minimum 2 meat/meat alternate credits(s). Suggested Pack: 6/5 lb. chicken and 6/36 oz. General Tso's sauce Portion: 3.6 oz. Portions per Case: 192	Approved Brand(s), or equal: Yang's 15563-0,
29	CHICKEN MANDARIN. Whole grain, thinly battered chicken chunks complete with mandarin sauce packet. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 5 grams of fat. Contains maximum 3 grams of saturated fat. Contains maximum 300 milligrams of sodium. Contains no Trans Fats. Contains no MSG. CN Labeled or supporting documentation required. Provides minimum 2 meat/meat alternate credits(s). Pack: 6/5 lb. chicken and 6/36 oz. mandarin orange sauce Portion: 3.6 oz. Portions per Case: 192	Approved Brand(s), or equal: Yang's 15555-5,
30	CHICKEN NUGGETS. Fully cooked with home-style breading. 5 nuggets/3.04 oz. suggested portion size or amount to meet 2 M/MA, 1 Grain Eq., WGR, Delivered Frozen, Heat and Serve, Packaged: Bulk, <350 mg Sodium. Suggested Pack: 156/3.04 oz. Portion: 5 nuggets Portions per case: 156	Approved Brand(s), or equal: Gold Kist 615300
31	CHICKEN PATTY. Fully cooked no added soy protein, 2.2 oz. suggested portion size or amount to meet 1 M/MA, 0.5 Grain Eq., WGR, , Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <185 mg Sodium, No Egg. Suggested Pack: 218/2.2 oz. Portion: 1 fillet	Approved Brand(s), or equal: Gold Kist 7519
32	CHICKEN PATTY. Fully cooked, no soy protein added, non-spicy breading and flavor, 4.25 oz. suggested portion size or amount to meet 2 M/MA, 1.25 Grain Eq., WGR, Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <400mg Sodium, No Egg. Suggested Pack: 113/4.25 oz. Portion: 1 patty	Approved Brand(s), or equal: Gold Kist 7522
33	CHICKEN POPCORN. Fully cooked. Dark meat, no added soy, non-spicy breading and flavor, 4.3 oz. suggested portion size or amount to meet 2 M/MA, 1 Grain Eq., WGR, Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <600mg Sodium. Suggested Pack: 30#. Portion: 4.3 oz. Portions per case: 108	Approved Brand(s), or equal: Gold Kist 110458

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
34	CHICKEN STRIPS. Fully cooked, fajita seasoned, No Added Soy Protein, 2.45 oz. suggested portion size or amount to meet 2 M/MA, Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <320mg Sodium, No Wheat, No Milk, No Egg. Suggested Pack: 195/2.5 oz. Portion: 2.45 oz. Portions per case: 195	Approved Brand(s), or equal: Gold Kist 1250.
35	CHICKEN TENDERS. Fully cooked no added soy protein, non-spicy breading and flavor, 4.35 oz. suggested portion size or amount to meet 2 M/MA, 1.25 Grain Eq., WGR. , Delivered Frozen, Heat and Serve, Packaged: Bulk, <25% Calorie from Sat Fat, <400 382mg Sodium, No Egg. Suggested Pack: 6/5 LB. Portion: 4.35 oz. Portions per case: 110	Approved Brand(s), or equal: Gold Kist 7572.
36	CHICKEN TERIYAKI. Boneless, non-breaded, skinless chicken leg meat fully cooked complete with teriyaki sauce packet. Must not contain shellfish or shellfish products. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 5 grams of fat. Contains maximum 2 grams of saturated fat. Contains maximum 480 milligrams of sodium. Contains no Trans Fats. Gluten Free. Contains no MSG. CN Labeled or supporting documentation required. Provides minimum 2 meat/meat alternate credits(s). Suggested Pack: 6/5 lb. chicken and 6/32 oz. Teriyaki sauce Portion: 2.8 oz. Portions per Case: 240	Approved Brand(s), or equal: Yang's 15554-8
37	CHICKEN THAI SWEET CHILI. Boneless, skinless chicken, fully cooked leg meat complete with sweet chili packets. Must not contain shellfish or shellfish products. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 3 grams of fat. Contains maximum 1 grams of saturated fat. Contains maximum 370 milligrams of sodium. Contains no Trans Fats. Contains no MSG. CN Labeled or supporting documentation required. Provides minimum 2 meat/meat alternate credits(s). Suggested Pack: 6/5 lb. chicken and 6/36 oz. sweet chili sauce Portion: 3.6 oz. Portions per Case: 192	Approved Brand(s), or equal: Yang's 15550.
38	EGG & CHEESE ON WG BUN. Fully cooked egg pattie with American cheese on a mini whole grain bun. Individually packaged in Mylar film wrap. CN labeled. Contains maximum 150 calories, 6 grams of fat, 370 279mg sodium. 1 sandwich provides .75 Meat/Meat Alternate, 1.25 Grain. Suggested pack: 100/2.35 oz. Portion: 2.35 oz.	Approved Brand(s), or equal: Advance Pierre 68079
39	EGG PATTY. Fully cooked, pasteurized, scrambled, 3.5 inch round shape, 1 ea. suggested portion size or amount to meet > or = 1 M/MA. Delivered Frozen, Thaw and Serve, Packaged: Bulk, < 50% Calorie from Sat Fat, <200mg Sodium. Suggested pack: 300/1.25 oz. Portion: 1.25 oz.	Approved Brand(s), or equal: Papetti 85017
40	EGG ROLL, CHICKEN. Fully Cooked whole grain chicken egg roll. Each 2.5 oz. egg roll provides 1 oz. Meat and 1 oz. Grain equivalent. No more than 150 calories, 4g of fat, and 200 mg of sodium per egg roll. Suggested Pack: 96/2.5 oz. Portion: 1 eggroll	Approved Brand(s), or equal: Chef's Corner cmdtyeg-0500.
41	EGG, HARD COOKED. Peeled. Dry pack, table ready. Delivered refrigerated. Medium to Large Eggs. Suggested Pack: 144/1.75oz	Accepted Equal: Sunny Fresh 50039
42	EGG, SCRAMBLED. Frozen, fully cooked whole egg with non-fat milk. Citric acid added to preserve color, No artificial flavors or colors. Nutritionals and component contribution based on 1 portion. Contains maximum 50 calories. Contains maximum 5 grams of fat. Contains maximum 2 grams of saturated fat. Contains maximum 150 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested Pack: 4/5 lb. bags. Portion: to meet 1 meat/meat alternate credits(s). Portions per case: 320	Accepted Equal: Sunny Fresh 40927
43	FISH, ALASKAN POLLOCK FILLETS. 3.6 oz. WG Breaded, MSC Certified, Sustainable, Single Frozen, Chemical Free, Additive Free, Alaska Pollock Coated with Whole Grain Compliant Breading. Fillet Shape. 1 filet provides 2 Meat/Meat Alternate, 1 Grain. Suggested Pack: 46/3.6 oz. Portion: 1 filet	Approved Brand(s), or equal: Highliner 1089271

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
44	FRENCH TOAST SLICE. Cinnamon glazed, whole grain. Heat and serve. Nutritionals and component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 10 grams of fat. Contains maximum 3 grams of saturated fat. Contains maximum 380 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Provides minimum 1 bread/grain credit(s). Suggested Pack: 130/2.9oz Portion: 1 slice	Approved Brand(s), or equal: Sunny Fresh 40090
45	HAM & CHEESE STUFFER. Bulk packed, 4.8 oz. serving size. Each Ham & Cheese Stuffer will be in a Calzone or crescent shape and consist of a whole grain enriched crust. The fill will consist of Turkey Ham, mozzarella cheese, cheddar cheese, and extra sharp cheese sauce. Each serving will meet 2oz. Meat/meat alternate and 2 oz. of bread. The product must be zero trans fat, 280 calories or less and the sodium must not exceed 590 mg. Suggested Pack: 80/ 4.8 oz. Portion: 1 sandwich	Approved Brand(s), or equal: S&F Foods 208BC-
46	KETCHUP, DUNK CUP. Fancy, enhanced low sodium – 1 oz.; No High Fructose Corn Syrup, max. 75 mg. of sodium/serving. Suggested pack 250/ 1 oz. Portion 1 dunk cup	Accepted Equal: Red Gold REDY51Z
47	KETCHUP, PACKET. 9 gr. packet; No High Fructose Corn Syrup, max. 90 mg. of sodium/serving. Suggested pack 1000/ 9 gr. Portion 1 packet	Accepted Equal: Heinz
48	MACARONI & CHEESE, With Whole Grain. Prepared RS, RF bulk pack. Frozen. Must conform to USDA Child Nutrition Program specifications and meet 2 M/MA and 1 oz. eq. grain per 6 oz. serving. Pasta made with Whole Durum Wheat Flour. Must Supply ≤11g fat, ≤8g saturated fat, 0g Trans Fat, ≤670mg sodium. Suggested Pack: 4/ 5 lb. Portion: 6 oz. Servings per case: 53	Approved Brand(s), or equal: Tabatchnick 99890.
49	MOZZARELLA STICK, 0.84 oz. WG Italian Style. Mozzarella Cheese coated with Italian Style Whole Grain Compliant Breading. Contains under 500mg of sodium and 15g of Total Fat. 5 sticks, 4.2 oz. provides 2 Meat/Meat Alternate, 2 Grain. Suggested Pack: 4/ 5.5 lb. Portion: 5 sticks Portions per case: 83	Acceptable Equal Highliner G1042DF.
50	PEARS, DICED CUP. 4.4 oz., shelf stable, individual portion, single serve. USDA Choice, Grade B Pears diced, in extra light syrup. Component contribution based on 1 portion. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested pack 48/4.4 oz. Portion: 4.4 oz. cup	Approved Brand(s), or equal: DelMonte
51	PINWHEEL, CHEESE. Individually wrapped whole grain dough topped with tomato sauce, and mozzarella cheese, with rolled edges. Contains maximum 340 calories. Contains maximum 15 grams of fat. Contains maximum 550 milligrams of sodium. Provides minimum 2 meat/meat alternate credits(s). Provides minimum 2 bread/grain credit(s). Contains Cheese. Suggested Pack: 96/4.1 oz. Portion: 4.1 oz.	Approved Brand(s), or equal: ES Foods 25411
52	PIZZA CRUNCHERS. Marinara stuffed mozzarella sticks in a crispy whole grain breading. 4 sticks, 5.48 oz., provides 2.00 oz. meat alternate and 2.5 oz. equivalent grains . Suggested pack 8/3.125 lb. sealed bags per 25 lb. case. Portion: 4 sticks. Portions per case: 73	Approved Brand(s), or equal: Farm Rich 65225
53	PIZZA STICKS. Part skim mozzarella cheese filled, whole grain, cheese stick. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 150 calories. Contains maximum 8 grams of fat. Contains maximum 2.5 grams of saturated fat. Contains maximum 300 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Provides minimum 1 bread/grain credit(s). Suggested Pack: 144/2 oz. Portion: 2 oz.	Approved Brand(s), or equal: BOSCO 702011
54	PIZZA, BUFFALO CHICKEN. 16 INCH. WG rising crust. Each portion must provide 2.00 oz. equivalent meat/meat alternate, 2.00 oz. of equivalent grains, Portion to provide a minimum of 360 calories with no more than 21 fat grams. Must contain a minimum of 2 grams of fiber and less than 850 mg of sodium. CN label required. Suggested Pack: 9/ 41.7 oz. pies. Each pie yields 8 slices. 72 portions per case. Portion: 1 slice.	Approved Brand(s), or equal: Big Daddy's 78639

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
55	PIZZA, CHEESE 16 INCH. WG Rising Crust Four Cheese Pizza must provide 2.00 oz. equivalent meat/meat alternate, 2.00 oz. of equivalent grains, 1/8 cups red/orange vegetables, Portion to provide a minimum of 330 calories with no more than 18 fat grams. Must contain a minimum of 2 grams of fiber and less than 590 of sodium. CN Label required. Suggested Pack: 9/ 41.7 oz. pies. Each pie yields 8 slices. 72 portions per case. Portion: 1 slice.	Approved Brand(s), or equal: Big Daddy's 78637
56	PIZZA, CHEESE AND PEPPERONI 16 INCH. WG Rising Crust Turkey Pepperoni Pizza must provide 2.00 oz. equivalent meat/meat alternate, 2.00 oz. of equivalent grains, 1/8 cups red/orange vegetables, Portion to provide a minimum of 340 calories with no more than 18 fat grams. Must contain a minimum of 2 grams of fiber and less than 660 of sodium. Case pack of 72 per case. CN Label required. Suggested Pack: 9/ 41.7 oz. pies. Each pie yields 8 slices. 72 portions per case. Portion: 1 slice.	Approved Brand(s), or equal: Big Daddy's 78638.
57	PIZZA, CHEESE ROUND 5 INCH. par-baked, Frozen . CN labeled. Minimum portion weight 4.98 oz. Topping to consist of 100% mozzarella cheese. Pizza must contain 2 equivalent grains, 2 Meat/Meat Alternates and 1/8 cup red/orange vegetable. Minimum of 310 calories. Suggested Pack: 60/4.98 oz. Portion: 1 pizza	Acceptable Brand(s) or equal: The Max 77387-12444, Tony's 78368.
58	PIZZA, CHEESE, WEDGE . 100% mozzarella cheese, 8 serv/pizza, 5 oz. IQF Slice suggested portion size or amount to meet 2 M/MA, 2 Grain Eq., WGR, 1/8 C Veg, Suggested Pack: 64/5 oz., Delivered Frozen, Bakeable, Packaged: Bulk, <350 Calories/Serving, <40% Calories from Fat, < 20% Calories from Sat Fat, <500 mg Sodium. Suggested Pack: 64/5 oz. Portion: 1 pizza wedge	Approved Brand(s), or equal: Nardones 64WPS2.
59	PIZZA, FRENCH BREAD PEPPERONI. 6 inch. Must provide 2.00 oz. equivalent meat/meat alternate, 2.00 oz. of equivalent grains, 1/8 cups red/orange vegetables, Portion to provide a minimum of 270 calories with no more than 14 fat grams. Must contain a minimum of -1 grams of fiber and less than 660 of sodium. Case pack of 60 per case. CN Label required. Suggested Pack: 60/4.93 oz. Portion: 1 each	Approved Brand(s), or equal: TONY'S® 78357
60	PIZZA, MEXICAN STYLE. Whole grain crust, must provide 2.00 oz. equivalent meat/meat alternate, 2.00 oz. of equivalent grains, 1/8 cups red/orange vegetables, Portion to provide a minimum of 330 calories with no more than 16 fat grams. Must contain a minimum of 3 grams of fiber and less than 810 of sodium. CN Label required. Suggested Pack: 72/5.44 oz. Portion: 1 pizza	Approved Brand(s), or equal: Tony's 68523.
61	PORK, BBQ. Chopped BBQ pork with Texas Western low sodium sauce. Fully Cooked, heat and serve. May not contain TVP, or liquid smoke. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 300 calories. Contains maximum 18 grams of fat. Contains maximum 6 grams of saturated fat. Contains maximum 250 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 2 meat/meat alternate credits(s). Suggested Pack: 4/5 lb. Portion: 4 oz. Portions per case: 80	Approved Brand(s), or equal: BROOKWOOD FARMS 12307
62	PORK, NATURALLY SMOKED. Hand pulled. No Sauce. 2.1 oz. to provide 2 oz. meat/meat alternate. CN Labeled or supporting documentation required. Suggested pack 4/5 lb. bags. Portion: 2.1 oz. Portions per case: 152	Approved Brand(s), or equal: Rich's 87067
63	POTATOES, AU GRATIN. Potato casserole with thin-sliced potatoes in a cheese sauce. 4 oz. portion or equal to 1V Eq. Serving is < 150 Calories, ≤1 g fat, 0 Sat Fat, and ≤ 270mg Sodium. Suggested pack 6/2.25 lb. Portion: 4 oz. Portions per case: 264	Approved Brand(s), or equal: Basic American 20922
64	POTATOES, FRIES STRAIGHT CUT. 1/2" Straight Cut, Seasoned, Smart Snack Compliant, 2.40 OZ suggested portion size or amount to meet ≥ 1/2 C Veg, Starchy subgroup. Grade: A, Delivered Frozen, Bakeable, Packaged: Bulk, <150 Calories/Serving, < 35% Calories from Fat, < 10% Calories from Saturated Fat, ≤ 135 mg Sodium, include PFS Vegetable crediting in specification file. Suggested Pack: 6/5lb. Portions: 2.4 oz. Portions per case: 200	Approved Brand(s), or equal: McCain MCX04717
65	POTATOES, FRIES, SPIRAL CUT. Coated, Seasoned, Smart Snack Compliant, 2.10 oz. suggested portion size or amount to meet ≥ 1/2 C Veg, Starchy subgroup, Suggested Pack: 6/4lb, Grade: A, Delivered Frozen, Bakeable, Packaged: Bulk, <150 Calories/Serving, < 35% Calories from Fat, < 10% Calories from Saturated Fat, ≤ 170 mg Sodium, include PFS Vegetable crediting in specification file. Suggested Pack: 6/4 lb. Portions: 2.1 oz. Portions per case: 182	Approved Brand(s), or equal: McCain 1000004108

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
66	POTATOES, FRIES, SWEET WAFFLE CUT. Cut Style, Smart Snack Compliant, 2.12 oz. suggested portion size or amount to meet $\geq 1/2$ C Veg, Red/Orange subgroup, Grade: A, Delivered Frozen, Bakeable, Packaged: Bulk, <200 Calories/Serving, < 15% Calories from Saturated Fat, ≤ 230 mg Sodium, include PFS Vegetable crediting in specification file. Suggested Pack: 6/2.5 lb. Portions: 2.12 oz. Portions per case: 113	Approved Brand(s), or equal: McCain MCF05074
67	POTATOES, FRIES, SWEET WEDGE CUT. 2.88 oz. suggested portion size or amount to meet $\geq 1/2$ C Veg, Red/Orange subgroup, Delivered Frozen, Bakeable, Packaged: Bulk, <200 Calories/Serving, < 10% Calories from Saturated Fat, ≤ 200 mg Sodium, include PFS Vegetable crediting in specification file-. Suggested Pack: 6/2.5lb. Portions: 2.88 oz. Portions per case: 83	Approved Brand(s), or equal: McCain MCF04712
68	POTATOES, FRIES, WEDGE CUT. 8-Cut, Coated, Seasoned, Smart Snack Compliant, 2.89 OZ suggested portion size or amount to meet $\geq 1/2$ C Veg, Starchy subgroup, Grade: A, Delivered Frozen, Bakeable, Packaged: Bulk, <150 Calories/Serving, < 35% Calories from Fat, < 15% Calories from Saturated Fat, ≤ 140 mg Sodium, include PFS Vegetable crediting in specification file. Suggested Pack: 6/5 LB. Portions: 2.89 oz. Portions per case: 166	Acceptable Brand(s) or equal: McCain 1000000496
69	POTATOES, MASHED. Pearl country style. Complete with water only. Contains maximum 100 calories. Contains maximum 350 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 vegetable credit(s). Suggested Pack: 12/28 oz. Portion: 3.58 4.13 oz. Portions per case: 483 928	Approved Brand(s), or equal: Basic American Brand Code 10799
70	POTATOES, ROASTED, approx. 1" Diced, Rosemary And Garlic Flavor, Smart Snack Compliant, 3.14 OZ suggested portion size or amount to meet $\geq 1/2$ C Veg, Starchy subgroup, Suggested Pack: 6/5lb, Grade: A, Delivered Frozen, Bakeable, Packaged: Bulk, <125 Calories/Serving, < 35% Calories from Fat, < 10% Calories from Saturated Fat, ≤ 125 mg Sodium, include PFS Vegetable crediting in specification file. Suggested Pack: 6/5 LB. Portions: 3.14 oz. Portions per case: 152	Approved Brand(s), or equal: McCain MCF03927,
71	POTATOES, TATER TOT SHAPE, Chopped & Formed, Smart Snack Compliant, 2.52 OZ suggested portion size or amount to meet $\geq 1/2$ C Veg, Starchy subgroup, Suggested Pack: 6/5 LB, Delivered Frozen, Bakeable, Packaged: Bulk, <150 Calories/Serving, < 30% Calories from Fat, < 10% Calories from Saturated Fat, ≤ 180 mg Sodium, include PFS Vegetable crediting in specification file. Suggested Pack: 6/5 LB. Portions: 2.52 oz. Portions per case: 190	Approved Brand(s), or equal: McCain 1000002789
72	QUESADILLA, CHEESE, must provide 2.00 oz. equivalent meat/meat alternate, 2.00 oz. of equivalent grains, Portion to provide a minimum of 280 calories with no more than 14 fat grams. Must contain a minimum of 2 grams of fiber and less than 660 of sodium. CN Label required. Suggested Pack: 96/4.44 oz. Portion: 1 quesadilla	Approved Brand(s), or equal: Coyote Grill 78372,
73	REFRIED BEAN BOWL. Refried beans topped with blend of Cheddar and Monterey Jack Cheese. Delivered Frozen. Each portion provides 2.00 OZ equivalent Meat Alternate . CN Labeled. Dual ovenable tray and wrapped in clear ovenable film. 48 count. No more than 495 mg Sodium, Less than 23% calories from saturated fat, 0 Trans Fat, No less than 170 Kcal. Vegetarian. Suggested Pack: 48/3.35 oz. Portion: 3.35 oz.	Approved Brand(s), or equal: Los Cabos 73342
74	SALSA CANNED. Nutritionally Enhanced, Low Sodium, chunky, mild flavor, in #10 can, 1.3 oz. serving must credit as 1/4 cup red/orange vegetable credit., Delivered Shelf Stable, Ready To Use, Packaged: Bulk, <100 mg Sodium. Suggested Pack: 6/10# can Portion: 1/4 cup Portions per case: 475	Approved Brand(s), or equal: Red Gold REDSC99
75	SALSA CUP, Chunky, mild flavor, individual portion cup, Minimum 9 months shelf life from production. , Delivered Shelf Stable, Ready to Use, Packaged: Individually, <200 mg sodium. Provides minimum 1/2 cup red/orange vegetable credit. Suggested pack: 168/3 oz. Portion: 3 oz. cup	Approved Brand(s), or equal: Red Gold REDSC2ZC168
76	SANDWICH, GRILLED CHEESE PLAIN. Whole Grain, IW; Must be whole grain rich and 2.0 ounce grain equivalents and 2.0 ounces of meat or meat alternate. Portion to provide at least 275.0 calories, with no more than 11.0 grams of fat. Must contain less than 600 milligrams of Sodium. Suggested Pack: 72/ 5 oz. Portion: 1 sandwich	Approved Brand(s), or equal: Integrated C10800

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
77	SANDWICH, GRILLED CHEESE SPICY. IW w/ Reduced Fat American Cheese w/ Peppers; Must be whole grain rich and 2.0 ounce grain equivalents and 2.0 ounces of meat or meat alternate. Portion to provide at least 302.0 calories, with no more than 13.0 grams of fat. Must contain less than 575 milligrams of sodium. Suggested Pack: 72/ 5 oz. Portion: 1 sandwich	Approved Brand(s), or equal: Integrated C70401.
78	SAUCE, TOMATO, MARINARA. Nutritionally enhanced, low sodium, no high fructose corn syrup. <200 mg Sodium. Provides minimum 1/2 cup red/orange vegetable credit. Suggested Pack: 6/#10 cans Portion: 1/2 cup Portions per case: 138	Approved Brand(s), or equal: Red Gold RPKNA9E.
79	SAUCE, TOMATO. MARINARA CUPS. Individual portion cups. Made with sugar, no High Fructose Corn Syrup. Minimum 9 months shelf life from production. Delivered Shelf Stable, Ready to Use, Packaged: Individually, <200 mg sodium. Provides minimum 1/2 cup red/orange vegetable credit. Suggested Pack: 168 / 2.5 oz. dipping cups. Portion: 2.5 oz.	Approved Brand(s), or equal: Red Gold REDNA2ZC168,
80	SOUP, TOMATO. Condensed, reconstitutes with equal parts liquid and condensed soup, 8 oz. suggested portion size or amount to meet > or = 1/2C Veg, Red/Orange subgroup, Suggested Pack: 12/50 oz., Delivered Shelf stable, Heat and Serve, Packaged: Bulk, < 10% Calorie from Sat Fat, <600mg Sodium. Suggested Pack: 12/50 oz. Portion: 8 oz. Portions per case: 153	Approved Brand(s), or equal: Heinz - 414400
81	TURKEY BACON CANADIAN. Fully cooked sliced, smoked and cured turkey meat. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 80 calories. Contains maximum 4 grams of fat. Contains maximum 2 grams of saturated fat. Contains maximum 350 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested Pack: 8/3.125 lbs. Portion: 1.52 oz. Portions per case: 263	Approved Brand(s), or equal: JENNIE-O 203135
82	TURKEY BACON. Fully cooked and pre-crisped, uniform in slice and shape with bacon flavor and texture. Made with white and dark meat Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 120 calories. Contains maximum 10 grams of fat. Contains maximum 600 milligrams of sodium. Contains no Trans Fats. Gluten Free. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested Pack: 12/50 slices Portion: 1 slice Portions per case: 600	Approved Brand(s), or equal: JENNIE-O 271106
83	TURKEY BREAST, DICED. white meat 1/2" IQF, All Natural, minimally processed, no artificial ingredients, uncured, contains no artificial nitrites or nitrates, precooked. Delivered Frozen, Thaw and Serve, Packaged: Bulk, <100 calories/serving, <20% calories from fat, <10% calories from Sat Fat, <475 mg Sodium. Portion size: 2.93 oz. or amount to meet 2 M/MA. Suggested Pack: 4/5 lbs. Portion: 2.93 oz. Portions per case: 109	Approved Brand(s), or equal: JENNIE-O 263520.
84	TURKEY BREAST, SLICED, white meat, All Natural Oven Roasted Sliced Turkey Breast, minimally processed, no artificial ingredients, uncured, contains no artificial nitrites or nitrates, approx. 0.5 oz. slices, round shape, precooked, 3 oz. suggested portion size or amount to meet 2 M/MA, Cryovac Packed, Delivered Frozen, Thaw and Serve, Packaged: Bulk, <100 calories/Serving, <20% calories from Fat, <10% calories from Sat Fat, <475 mg sodium. Suggested pack: 12/1.5 lbs. Portion: 3 oz. Portions per case: 96	Approved Brand(s), or equal: Jennie-O 231818
85	TURKEY HAM, DICED. dark meat, 1/2" Diced, All Natural, minimally processed, no artificial ingredients, uncured, contains no artificial nitrites or nitrates, precooked. Delivered Frozen, Thaw and Serve, Packaged: Bulk, <150 calories/serving, <50% calories from fat, <15% calories from Sat Fat, <450 mg Sodium per serving. Portion Size 2.84 oz. or amount to meet 2 M/MA. Suggested Pack: 4 / 5 lbs. Portion: 2.84 oz. Portions per case: 112	Approved Brand(s), or equal: JENNIE-O 263620.
86	TURKEY HAM, SLICED. dark meat, All Natural, minimally processed, no artificial ingredients, uncured, contains no artificial nitrites or nitrates, approx. 0.5 oz. slice, precooked. Cryovac Packed, Delivered Frozen, Thaw & Serve, Packaged: Bulk, <150 Calories/serving, <50% calories from fat, <15% calories from Sat Fat, <425 mg sodium. Portion Size: 3 oz. or amount to meet 2 M/MA, Suggested Pack: 12/1.5 lbs. Portion: 3 oz. Portions per case: 96	Approved Brand(s), or equal: JENNIE-O 256818

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
87	TURKEY ROAST. White & dark meat, precooked. Delivered Frozen, Heat and Serve, Packaged: Bulk, <100 calories/serving, <35% calories from fat, <15% calories from Sat Fat, <400 mg Sodium. Portion Size: 3.29 oz. or amount to meet 2 M/MA, Suggested Pack: 4/10# Avg. Portion: 3.29 oz. Portions per case: 194	Approved Brand(s), or equal: JENNIE-O 317004.
88	TURKEY, SLICED ITALIAN PACK. Combination pack, 0.5 oz. slices, dark meat, precooked, 4 Ham, 4 Salami, 4 Pepperoni per case. , Cryovac Packed Delivered Frozen, Thaw and Serve, Packaged: Bulk, <150 calories/serving, <60% calories from fat, <20% calories from sat fat, <650 mg sodium. Portion 3 oz. or amount to meet 2 M/MA, Suggested Pack: 12/1 lbs. Portion: 3 oz. Portions per case: 64	Approved Brand(s), or equal: JENNIE-O 209612.
89	APPLE PUREE, FRUIT POUCH. Suggested portion size or amount to meet ½ C fruit. Delivered shelf stable, ready to use. Made with no HFCS, artificial colorings or preservatives. 0 mg sodium. Suggested Pack: 100/4.1oz pouches. Portion: one pouch.	Approved Brand(s), or equal: Buddy Fruits 18123801
90	APPLE, DRIED CRISPS. 100% USA Dried apples. Each 0.34 oz. bag provides 1 fruit component. Smart Snack approved. No artificial ingredients. Suggested pack: 125/0.34 oz. bags. Portion: one bag.	Approved Brand(s), or equal: Tree Top 5260
91	APPLESAUCE CUPS, FLAVORED 4.5 oz. Minimum of three flavors to be determined by SFS. Shelf stable, individual portion, single serve. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 50 calories. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested Pack: 96/ 4.5 oz. cups. Portion: 4.5 oz. cup	Approved Brand(s), or equal: National Food Group
92	APPLESAUCE CUPS, PLAIN 4.5 oz. Shelf stable, individual portion, single serve. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 50 calories. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested Pack: 96/ 4.5 oz. cups. Portion: 4.5 oz. cup	Approved Brand(s), or equal: National Food Group
93	APRICOTS, CANNED. Half unpeeled in extra light syrup. Labeled or supporting documentation required. Provides minimum 1/2 cup fruit credit(s). Suggested pack 6/#10 cans. Portion: 1/2 cup fruit credit. Portions per case: 88	Approved Brand(s), or equal: Distributor's Choice
94	BASE, BEEF, low sodium. First ingredient must be beef. Real roast beef flavor with beef particles. 5 x 1 yield or greater. Nutrition based on 5 grams. < 150 mg sodium Minimum 6 month shelf life. Suggested Pack: 6/1 lb. Portion: 1 oz. Portions per case: 96	Approved Brand(s), or equal: Custom Culinary 03441EGLDZ
95	BASE, CHICKEN, low sodium. First ingredient must be chicken, Real roast chicken flavor with chicken particles. 5 x 1 yield or greater. Nutrition based on 6 grams. < 150 mg sodium Minimum 6 month shelf life. Suggested Pack: 6/1 lb. Portion: 1 oz. Portions per case: 96	Approved Brand(s), or equal: Custom Culinary 01461ECPZ
96	BASIL, WHOLE LEAF, 5.5 oz., must be splittable Portion: 1 oz.	Approved Brand(s), or equal: McCormick
97	BEANS, BLACK, CANNED. Low Sodium. Domestic, suggested portion or amount to meet 1/2C Veg, Beans/Lentils subgroup. Grade: A, Delivered Shelf stable, Heat and Serve. Suggested Pack: 6/ #10. Portion: to meet 1/2 cup vegetable credit. Portions per case: 83	Approved Brand(s), or equal: FURMANOS F11623
98	BEANS, GARBANZO, CANNED. Whole domestic, suggested portion size or amount to meet 1/2C Veg, Beans/Lentils subgroup. Grade: A, Delivered Shelf stable, Heat and Serve. Suggested Pack: 6/ #10. Suggested Pack: 6/ #10. Portion: to meet 1/2 cup vegetable credit. Portions per case: 136	Approved Brand(s), or equal: Bush's Best 1702
99	BEANS, GREEN, CANNED. Low sodium, blended sieve, domestic, 135 serv/ cs suggested portion size or amount to meet 1/2C Veg, Other subgroup, Grade: A, Delivered Shelf stable, Heat and Serve, Packaged: Bulk, < 10% Calorie from Sat Fat, <300mg Sodium. Suggested Pack: 6/ #10. Portion: to meet 1/2 cup vegetable credit. Portions per case: 135	Approved Brand(s), or equal: Del Monte 2004501 OR Distributor's Choice

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
100	BEANS, PINTO CANNED. Domestic, suggested portion size or amount to meet 1/2C Veg, Beans/Lentils subgroup, grade: A, Delivered Shelf stable, Heat and Serve. Suggested Pack: 6/ #10. Portion: to meet 1/2 cup vegetable credit. Portions per case: 112	Approved Brand(s), or equal: Del Pasado 173113
101	BEANS, REFRIED, DRY. Seasoned. Component contribution based on 1 ounce. Contains maximum 200 calories. Contains maximum 2 grams of fat. Contains maximum 3 grams of saturated fat. Contains maximum 700 milligrams of sodium. Contains no Trans Fats. Contains minimum 5 g fiber. Provides minimum 1 vegetable credit(s). Suggested Pack: 6/28.1 oz. bags per case. Portion: to meet 1/2 cup vegetable credit. Portions per case: 96	Approved Brand(s), or equal: BASIC AMERICAN, SANTIAGO 10116
102	BEANS, VEGETARIAN, CANNED. Baked in sauce, domestic, suggested portion size or amount to meet 1/2C Veg, Beans/Lentils subgroup, Suggested Pack: 6/ #10, Grade: A, Delivered Shelf stable, Heat and Serve, Packaged: Bulk, < 0% Calorie from Sat Fat, <370mg Sodium. Suggested Pack: 6/ #10. Portion: to meet 1/2 cup vegetable credit. Portions per case: 140	Approved Brand(s), or equal: Bush's Best 1638
103	BEEF CHEESEBURGERS ON WHOLE GRAIN BUN, MINI TWIN. Fully cooked mini beef pattie with onion and a slice of American cheese on a mini whole grain bun. Soy added. Char marked. Two sandwiches packaged together in Mylar film wrap. CN labeled. Contains maximum 320 calories, 13 grams of fat, 480mg sodium. 1 serving provides 2 Meat/Meat Alternate, 2 Grain. Suggested Pack: 96/4.7 oz. Portion: 4.7 oz.	Approved Brand(s), or equal: Advance Pierre
104	BEEF CRUMBLES. Fully cooked soy added. CN labeled. Contains maximum 120 calories, 7 grams of fat, 430mg sodium. 2.5oz serving provides 2 Meat/Meat Alternate. Suggested Pack: 8/ 5 lb. Portion: 2.5 oz. Portions per case: 256	Approved Brand(s), or equal: Advance Pierre
105	BEEF DIPPER. Fully cooked flame broiled beef with teriyaki sauce and soy added. Char marked. Unique strip shape for dipping. CN labeled. Contains maximum 160 calories, 8 grams of fat, 440mg sodium. 4 pieces provides 2 Meat/Meat Alternate. Suggested Pack: 400/.7 oz. Portion: 2.8 oz. Servings per case: 143	Approved Brand(s), or equal: Advance Pierre
106	BEEF MEATBALLS. Fully cooked beef meatballs with seasonings and soy protein added to enhance flavor and value. CN labeled. Contains maximum 150 calories, 9 grams of fat, 250 <290mg sodium. 5 pieces provides 2 Meat/Meat Alternate. Suggested Pack: 960/.5oz. Portion: 2.5 oz. Servings per case: 192	Approved Brand(s), or equal: Advance Pierre
107	BEEF PATTY. Fully cooked flame-grilled, lightly seasoned beef (86/14). Soy added. Round shape with charmarks. CN labeled. Contains maximum 140 calories, 8 grams of fat, 290 <300mg sodium. 2.5oz patty provides 2 Meat/Meat Alternate. Suggested Pack: 135/2.5 oz. Portion: 1 patty	Approved Brand(s), or equal: Advance Pierre
108	Beef RIB PATTY. Fully cooked boneless chopped beef rib pattie with a moderate amount of honey barbeque sauce. Soy added. Thick, naturally rounded ribs. CN labeled. Contains maximum 200 calories, 10 grams of fat, 680mg sodium. 3.2oz patty provides 2 Meat/Meat Alternate. Suggested Pack: 100/3.25 oz. Portion: 1 rib patty	Approved Brand(s), or equal: Advance Pierre
109	BEEF STEAK BURGER. Fully cooked flame-grilled beef steak burger. NO Soy added. Natural shape with charmarks. Sleeve pack or mylar bag . CN labeled. Contains maximum 200 calories, 14 grams of fat, 130 <220mg sodium. 3oz burger provides 2.75 Meat/Meat Alternate. Suggested Pack: 160/3 oz. Portion: 1 patty.	Approved Brand(s), or equal: Advance Pierre
110	BEEF, PHILLY STYLE. Fully cooked beef sirloin slices. Suggested pack 4/2.5 lb. Delivered frozen. 2 oz. serving provides 2 Meat/Meat Alternate. Contains maximum 100 calories. Contains maximum 4 grams of fat. Contains maximum 2 grams of saturated fat. Contains maximum 400 milligrams of sodium. Contains no Trans Fats. Suggested Pack: 4/2.5 lb. Portion: to meet 2 Meat/Meat Alternate. Portions per case: 80	Approved Brand(s), or equal: Philly Sensations 72622
111	BISCUIT, 1.25 OZ. Honey flavor, 1.25 oz. suggested portion size or amount to meet 1 Grain Eq., WGR, Delivered Frozen, Thaw and Serve, Packaged: Bulk, < 20% Calorie from Sat Fat, <250mg Sodium. Suggested Pack: 105/1.25 oz. Portion: one biscuit.	Approved Brand(s), or equal: Acceptable Brand - Bridgford - 7293
112	BISCUIT, 2.25 OZ. Honey flavor, 2.25 oz. suggested portion size or amount to meet 2 Grain Eq., WGR, Delivered Frozen, Thaw and Serve, Packaged: Bulk, < 20% Calorie from Sat Fat, <450mg Sodium. Suggested Pack: 100/2.25 oz. Portion: one biscuit.	Approved Brand(s), or equal: Acceptable Brand - Bridgford - 6285

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
113	BREAD, BANANA. Sliced 51% Ultra whole wheat banana bread. . Thaw and serve, individually wrapped. Component contribution based on 1 portion. Contains maximum 280 calories. Contains maximum 10 grams of fat. Contains maximum 2 grams of saturated fat. Contains maximum 220 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested Pack: 70/3.4 oz., Portion: one slice.	Approved Brand(s), or equal: Super Bakery 6071
114	BREAD, COCOA. Sliced 51% Ultra whole wheat cocoa bread. .Thaw and serve, individually wrapped. Component contribution based on 1 portion. Contains maximum 280 calories. Contains maximum 10 grams of fat. Contains maximum 2 grams of saturated fat. Contains maximum 220 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested Pack: 70/3.4 oz., Portion: one slice.	Approved Brand(s), or equal: Super Bakery 6076
115	BREAD, PANINI. Each .82 oz. piece meets Provides minimum 1 bread/grain credit(s).Pre-grilled , Delivered Frozen, Thaw and Serve, Packaged: Bulk, <5% calories from Sat Fat, <210 mg sodium. Suggested Pack: 192/.82 oz. Portion one slice.	Approved Brand(s), or equal: Pillsbury 94562377373
116	BREADSTICK, GARLIC, Whole Grain, No HFCS, Provides minimum 1 bread/grain credit(s). <20% Calories from Sat Fat <200mg Sodium. Suggested Pack: 168/1.27 oz. Portion: one bread stick.	Approved Brand(s), or equal: NY Frozen 15021,
117	BROCCOLI. Frozen IQF medium florets 3/4"-1 1/4". Suggested Pack: Minimum 20 lb. case. Portion to meet 1/2 cup vegetable. Portions per case: 109	Approved Brand(s), or equal: Flav-R-Pac 104209
118	BROWNIE. 100% whole grain cupcake shaped. Component contribution based on 1 portion. Contains maximum 130 calories. Contains maximum 6 grams of fat. Contains maximum 2 grams of saturated fat. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 0.5 bread/grain credit(s). Portion: one brownie. Portions per case: 96	Approved Brand(s), or equal: Dessert Innovations 25001.
119	BUN, HOT DOG, MINI. Frozen whole wheat, hinge sliced 4" bun. Each 24 gram bun provides 0.75 eq. grains. Contains maximum 60 calories, contains maximum 1 gram fat, contains maximum 65 mg sodium. Suggested pack 16/12 ct. Portion: one bun. Portions per case: 192	Approved Brand(s), or equal: Eisenberg 411
120	CARROTS, FROZEN. Coin cut, frozen, grade A fancy, domestic, Sliced not more than 3/8" thick and not over 1-1/4" in diameter, sweet flavor, good color. Provides minimum 1/2 cup red/orange vegetable credit. Suggested Pack: Minimum 20 lb. Portion: to meet 1/2 cup vegetable credit. Portions per case: 64	Approved Brand(s), or equal: Monarch 670075
121	CEREAL BAR. Fruit filled, 51% whole grain, high fiber. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 200 calories. Contains maximum 5 grams of fat. Contains maximum 1 grams of saturated fat. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 3 g fiber. Provides minimum 1 bread/grain credit(s). Suggested Pack: 96/1.55 oz. Portion: one cereal bar.	Approved Brand(s), or equal: Kellogg's 38000-59772
122	CEREAL BARS. Chewy cereal bars, individually wrapped. Portion: 1 bar. Suggested pack: 96/1.4 oz. Must be 51% whole grain. Contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 15 grams of sugar. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 3 g fiber. Provides minimum 1 bread/grain credit(s). Suggested Pack: 96/1.4 oz. Portion: one cereal bar.	Approved Brand(s), or equal: General Mills 45576.
123	CEREAL. Self-serve bowls. Must be 51% whole grain. Must provide a minimum of 8 varieties. No artificial flavors or colors. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 35 grams of sugar. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 bread/grain credit(s). Suggested Pack: 96/1 oz. Portion: one cereal bowl.	Kellogg's
124	CEREAL. Self-serve bowls. Must be 51% whole grain. Must provide a minimum of 8 varieties. No artificial flavors or colors. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 35 grams of sugar. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 bread/grain credit(s). Suggested Pack: 96/1 oz. Portion: one cereal bowl.	General Mills

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
125	CHEESE PARMESAN, BULK. GRATED. Delivered Refrigerated, Ready To Use, Packaged: < 50% Calorie from Sat Fat, <500mg Sodium. Must be splitable. oz., Suggested Pack: 4/5 LB. Portion: one ounce. Portions per case: 320	Approved Brand(s), or equal: Roselli, Distributor's Choice
126	CHEESE, PARMESAN, PACKETS. single serve, shelf stable packets. Nutritionals based on 1 portion. Contains maximum 2 grams of fat. Contains maximum 70 milligrams of sodium. Contains no Trans Fats. Suggested Pack: 200/3.5 gram Individual portions. Portion: one packet.	Approved Brand(s), or equal: Roselli, Distributor's Choice
127	CHICKEN PATTY GRILLED. Fully cooked, soy added, solid whole muscle white meat, grill marked, , Delivered Frozen, Heat and Serve, Packaged: Bulk, 0 calories from Sat Fat, <500 mg Sodium. Each 3 oz. patty to meet 2.25 M/MA Suggested Pack: 2/5 LB. Portion: one patty. Portions per case: 50	Approved Brand(s), or equal: Acceptable Brand - ProView 62005.
128	CHICKEN STRIPS. Fully cooked, neutral flavor, Chargrilled. NAE breast filets, cut into strips. 2 oz. serving provides 2 meat/meat alternate. Contains maximum 175 calories. Contains maximum 3 grams of fat. Contains maximum 1 grams of saturated fat. Contains maximum 450 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Suggested pack 2/5 lb. bags. Portion: 2 oz. Portions per case: 80	Approved Brand(s), or equal: Harvestland 56032
129	CHICKEN TENDER FRITTERS. Fully cooked, made with solid whole muscle white chicken meat, soy added, non-spicy breading and flavor, prefer 2pc/serv, 2 piece serving to meet 1.25 M/MA, 1 Grain eq., WGR, , Delivered Frozen, Heat and Serve, Packaged: Bulk, < 5% Calories from Sat Fat, < 350 mg sodium. Suggested Pack: 4/5 LB. Portion: to meet 1.25M/MA, 1 Grain eq Portions per case: 88	Approved Brand(s), or equal: ProView 6323WG
130	CHICKEN WINGS. Seasoned, roasted fully cooked, all natural, 1st & 2nd joint, suggested pack on average 200 wings per case, delivered frozen, heat and serve, packaged: bulk. Suggested Pack: 4/5 lb. Portion: 4 oz. Portions per case: 80	Approved Brand(s), or equal: Rich Chicks RC67103
131	CHICKEN WINGS. With cayenne pepper, fully cooked, All Natural, spicy, suggested pack on average 95 wings per case, delivered frozen, heat and serve, packaged: bulk. Suggested Pack: 2/5 LB. Portion: 4 oz. Portions per case: 40	Approved Brand(s), or equal: Foster Farms 96210,
132	CHIPS, BBQ. Baked, contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 5 grams of sugar. Contains no Trans Fats. CN Labeled or supporting documentation required. Suggested pack: 60/.875 oz. Portion: 1 pkg.	Approved Brand(s), or equal: FRITO LAY 32078.
133	CHIPS, CHEDDAR & SOUR CREAM. Baked, contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 5 grams of sugar. Contains no Trans Fats. Suggested pack: 60/.8 oz. Portion: 1 pkg.	Approved Brand(s), or equal: FRITO LAY 56882
134	CHIPS, SOUR CREAM & ONION. Baked, contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 5 grams of sugar. Contains no Trans Fats. Suggested pack: 60/.875 oz. Portion: 1 pkg.	Approved Brand(s), or equal: FRITO LAY 33627
135	CHIPS, TORTILLA, COOL RANCH. Baked reduced fat, cool ranch flavor. Nutritionals based on 1 portion. Contains maximum 45 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 3 grams of sugar. Contains maximum 200 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Suggested pack: 72/1 oz. Portion: 1 pkg.	Approved Brand(s), or equal: Frito-Lay 36096
136	CHIPS, TORTILLA, PLAIN, BULK. Triangle or round, plain, restaurant style corn chip. Must be 51% whole grain. Contains maximum 140 calories. Contains maximum 8 grams of fat. Contains maximum 175 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 bread/grain credit(s). Suggested pack: 6/2 lb. Portion: 1 oz. Portions per case: 192	Approved Brand(s), or equal: Mission 8618
137	CHIPS, TORTILLA, PLAIN, SINGLE SERVE. Individually wrapped. Contains maximum 280 calories. Contains maximum 15 grams of fat. Contains maximum 220 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 2 bread/grain credit(s). Suggested pack: 80/2 oz. Portion: 1 pkg.	Approved Brand(s), or equal: Snak King 260529
138	CHIPS, TORTILLA. WILD WHITE NACHO. Individually wrapped. . (list flavors). Reduced fat. Contains maximum 150 calories. Contains maximum 2 grams fat. Contains maximum 10 calories from saturated fat. Contains maximum 5 grams of sugar. Contains maximum 200 milligrams of sodium. Contains no Trans Fats. Suggested pack: 72/1 oz. Portion: 1 pkg.	Approved Brand(s), or equal: Frito Lay 67609

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
139	CHOW MEIN NOODLES. Shelf Stable. Suggested Pack : 6/24 oz cans. Portion: 1 oz. Portions per case: 144	Approved Brand(s), or equal: La Choy
140	COFFEE. Caffeinated vacuum packed. Suggested pack: 28/14 oz. Portion: 1 oz. Portions per case: 392	Approved Brand(s), or equal: Maxwell House 39663
141	COOKIE, HOLIDAY SHAPE, (list varieties) sugar cookie flavor, with sugar crystals, 1 pk suggested portion size or amount to meet > or = 1 Grain Eq., WGR, Delivered frozen, thaw and serve, Packaged: Individually, <10% calories Sat Fat, <120 mg sodium, <35% sugar by weight. Available in multiple shapes. Suggested Pack: 150 ct. Portion: 1 cookie	Approved Brand(s), or equal: Buena Vista Foods 72920,
142	COOKIES, EDUCATIONAL. (list additional varieties) Educational information stamped on. Must be 51% whole grain. Component contribution based on 1 portion. Contains maximum 130 calories. Contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 35 grams of sugar. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 1 g fiber. Provides minimum 1 bread/grain credit(s). Suggested Pack: Suggested Pack: 120/.88 oz. bags Portion: 1 bag	Approved Brand(s), or equal: Dick & Jane ES1001.
143	CORN, WHOLE KERNEL, CANNED. No salt added. U.S. Grade B whole kernel corn canned with no added salt. Suggested Pack: 6/ #10. Portion: to meet 1/2 cup vegetable credit. Portions per case: 119	Approved Brand(s), or equal: DelMonte
144	CORN, WHOLE KERNEL, FROZEN. Cut whole corn. Kernels must possess a reasonably uniform yellow color typical of tender sweet corn. Minimum 20 lb. case. Portion: to meet 1/2 cup vegetable credit. Portions per case: 110	Approved Brand(s), or equal: Simplot
145	CORNDOG. Fully cooked, whole grain, low fat, chicken or turkey corn dog. Contains maximum 300 calories. Contains maximum 13 grams of fat. Contains maximum 4 grams of saturated fat. Contains maximum 690 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 2 meat/meat alternate credits(s). Provides minimum 2 bread/grain credit(s). Suggested Pack: 72/4 oz. Portion: 1 corndog	Approved Brand(s), or equal: Don Lee CN34072WG
146	CRACKER, GRAHAM. Honey flavored graham. WGR, All Natural Flavors, No HFCS, No preservatives, , Delivered Shelf stable, Ready To Use, Packaged: Individually, < 5% B273Calorie from Sat Fat, <150mg Sodium, < 35 % sugar by wt. Portion: 1 pkg or amount to meet 1 Grain Eq. Suggested Pack: 150/ 3 ct. Portion: 1 pack	Approved Brand(s), or equal: MJM 300151
147	CRACKERS, ANIMAL SHAPED. 51% whole grain, animal shaped graham crackers. Contains maximum 150 calories. Contains maximum 5 grams of fat. Contains maximum 1 grams of saturated fat. Contains maximum 120 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 1 g fiber. Provides minimum 1 bread/grain credit(s). Portions per case: 200	Approved Brand(s), or equal: J&J 56072
148	CRACKERS, BREAKFAST FLAVORED. Bite sized cinnamon bun flavored graham crackers. Individually wrapped. Must be 51% whole grain. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 8 grams of fat. Contains maximum 3 grams of saturated fat. Contains maximum 250 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested Pack: 100/1.76 oz. Portion: 1 pack	Approved Brand(s), or equal: Kellogg's 38000-24518
149	CRACKERS, CAPTAINS WAFERS. Individually packaged in 0.25 grain equivalents. Must be 51% whole grain. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 75 calories. Contains maximum 2 grams of fat. Contains maximum 1 grams of saturated fat. Contains maximum 125 milligrams of sodium. CN Labeled or supporting documentation required. Suggested pack: 400/2 oz. Portion: 1 pack	Approved Brand(s), or equal: Lance 107762
150	CRACKERS, CHEEZ-ITS. Cheese flavored crackers. Must be 51% whole grain. Component contribution based on 1 portion. Contains maximum 100 calories. Contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 35 grams of sugar. Contains maximum 150 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 bread/grain credit(s). Suggested pack:175/.75 oz. Portion: 1 pack	Approved Brand(s), or equal: KELLOGGS/CHEEZ-IT 24100 79263

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
151	CRACKERS, CHOCOLATE CHIP CRISP. Whole grain oat biscuits. No artificial flavors or colors. Contains maximum 160 calories. Provides minimum 1 bread/grain credit(s). Suggested Pack:120/1.2 oz. Portion: 1 pack	Approved Brand(s), or equal: Nature Valley 48255000
152	CRACKERS, GOLDFISH. Whole Grain Cheddar, individually wrapped, minimum 300 bags per case. Component contribution based on 1 portion. Contains maximum 35 calories from fat. Contains maximum 10 calories from saturated fat. Contains maximum 3 grams of sugar. Contains maximum 200 milligrams of sodium. CN Labeled or supporting documentation required. Provides minimum 1 bread/grain credit(s). Suggested Pack:300/.75 oz. Portion: 1 pack	Approved Brand(s), or equal: Campbell's 18105
153	CRACKERS, ORGANIC GRAHAM MIX. Animal shaped, organic, whole grain crackers. Combination of honey, chocolate chip, and chocolate crackers. No artificial flavors or colors. Contains maximum 160 calories. Provides minimum 1 bread/grain credit(s). Suggested Pack:100/1.2 oz. Portion: 1 pack	Approved Brand(s), or equal: Annie's. 13562-00237
154	CRACKERS, ORGANIC HONEY GRAHAMS. Animal shaped, organic, whole grain, honey graham crackers. No artificial flavors or colors. Contains maximum 160 calories. Provides minimum 1 bread/grain credit(s). Suggested Pack:100/1.2 oz. Portion: 1 pack	Approved Brand(s), or equal: Annie's. 13562-00236
155	CRANBERRIES, DRIED. List flavors, sweetened cranberries. Component contribution based on 1 portion. Contains maximum 130 calories. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested pack 200/1.6 oz. Portion: 1 pack	Approved Brand(s), or equal: Ocean Spray 22044
156	CRANBERRY SAUCE, CANNED. Jellied. Suggested Pack: 6/#10 cans. Portion: 1 oz. Portions per case: 606	Approved Brand(s), or equal: OCEAN Spray.
157	CROISSANT 2.2 OZ. Whole grain, made with margarine, frozen. Nutritionals and component contribution based on 1 portion. Contains maximum 180 calories. Contains maximum 6 grams of fat. Contains maximum 3 grams of saturated fat. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 3 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested Pack: 72/2.2 oz. Portion: 1 croissant	Approved Brand(s), or equal: Hadley Farms 137
158	CROISSANT 1.25 OZ. Whole grain, made with margarine, frozen. Nutritionals and component contribution based on 1 portion. Contains maximum 125 calories. Contains maximum 5 grams of fat. Contains maximum 3 grams of saturated fat. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 1 g fiber. Provides minimum 1 bread/grain credit(s). Suggested Pack: 210/1.3 oz. Portion: 1 croissant	Approved Brand(s), or equal: Hadley Farms 134
159	DRESSING, AVOCADO RANCH. No msg, gluten free, HFCS Free, , Delivered Refrigerated, Ready To Use, < 30% Calorie from Sat Fat, <230mg Sodium. Suggested Pack: 2/1 Gal. Portion: 1 oz. Portions per case: 256	Approved Brand(s), or equal: Marzetti 87192
160	DRESSING, CAESAR, LITE. No msg, 75 oz. cup, Portion control salad dressing. Delivered Refrigerated, Ready To Use, < 2 grams Saturated Fat, < 400 mg Sodium. Suggested pack: 100/.75 oz. Portion: .75 oz. cup	Approved Brand(s), or equal: Kens KE808A7
161	DRESSING, CREAMY ITALIAN. No msg, 1.5 oz. Portion control salad dressing. Shelf stable. Pouch only no cups. < 30% calories from fat, <420mg. sodium. Suggested pack: 60/1.5 oz. Portion: 1.5 oz. pouch	Approved Brand(s), or equal: Kens KE020B3
162	DRESSING, FRENCH, FAT FREE. No msg, 1.5 oz. Portion control salad dressing. Shelf stable. Pouch only no cups. Suggested pack: 60/1.5 oz. Portion: 1.5 oz. pouch	Approved Brand(s), or equal: Kraft 2100066751
163	DRESSING, HONEY MUSTARD, DUNK CUP. No msg. Shelf stable. Suggested Pack: 100/1 oz. Portion: 1 dunk cup	Approved Brand(s), or equal: Heinz
164	DRESSING, ITALIAN, FAT FREE. No msg. Shelf stable. Suggested pack: 4/1 gallon. Portion: 1 oz. Portions per case: 512	Approved Brand(s), or equal: Ken's KE0807

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
165	DRESSING, LIGHT BALSAMIC VINAIGRETTE. No msg. Shelf stable. Suggested pack: 4/1 gallon. Portion: 1 oz. Portions per case: 512	Approved Brand(s), or equal: Ken's KE0636
166	DRESSING, RANCH FAT FREE. No msg, delivered refrigerated, gluten free, HFCS Free, Suggested Pack: 4/1 Gal. Portion: 1 oz. Portions per case: 512	Approved Brand(s), or equal: Kens KE0680
167	DRESSING, RANCH LITE, DUNK CUP 0.75 OZ. No msg, Portion control salad dressing. Delivered refrigerated. Suggested pack: 200/.75 oz. cups. Portion: 1 dunk cup	Approved Brand(s), or equal: Naturally Fresh 1964
168	DRESSING, RANCH LOW FAT, DUNK CUP 1.5 OZ. No msg, Portion control salad dressing. Delivered refrigerated. Suggested pack: 100/1.5 oz. Portion: 1 dunk cup	Approved Brand(s), or equal: Naturally Fresh 1964
169	DRESSING, TOASTED SESAME. No msg, with ginger. Delivered Refrigerated, Ready To Use, Suggested Pack: 4/1 Gal. Portion: 1 oz. Portions per case: 512	Approved Brand(s), or equal: Monarch 517719
170	DUNKIN STIK. 1.9 oz. suggested portion size or amount to meet 1 Grain Eq., WGR, Delivered Frozen, Thaw and Serve, Packaged: Individually, must contain minimum of 2 gram fiber, minimum 3 grams protein, < 10% calories from Sat fat, < 175 mg sodium, Smart Snack approved. Suggested pack: 100/1.9 oz. Portion: 1 each	Approved Brand(s), or equal: Super Bakery 7010
171	EMPANADA, CHICKEN. Baked pastry filled with chicken and vegetables. Frozen, egg washed, no defrost needed. Each 3 oz. portion provides 1 eq grain and 2 m/ma. Suggested pack: 50/3 oz. Portion: 1 each	Approved Brand(s), or equal: Sunsof 5451
172	FISH, ALASKAN POLLOCK FISH SHAPES. 1oz, Whole Grain Breaded, Single Frozen, Chemical Free, Additive Free, Wild Alaska Pollock No added or alternate or Soy Protein. 4 pieces provides 2 Meat/Meat Alternate, 1.5 Grain. Suggested pack: 4/5 lb. Portion: 4 pieces Portions per case: 80	Approved Brand(s), or equal: Trident 418300.
173	FLAVORED WATER. PET Bottles. (List additional flavors). Zero sugar, zero sodium, zero carbs, using naturally flavored sparkling water, with natural colors, natural flavors, and must contain real fruit juice, made with vitamins and antioxidants, and green tea extract, sweetened with sucralose, caffeine free. Suggested Pack: 12/17 oz. Portion: 1 bottle	Approved Brand(s), or equal: Sparkling Ice 95086
174	FRENCH TOAST STICKS. Individually frozen, WG French Toast Sticks. 3/1.70 oz. sticks to provide 2 oz. eq. grain. Maximum calories 250, Maximum sodium 300 mg. Suggested pack: 12/2 lb. bags. Portion: 3 sticks Portions per case: 109	Approved Brand(s), or equal: Farm Rich 37720
175	FRENCH TOAST, MINI. Mini French toast, individually packaged portions in ovenable pouch. . Nutritional based on 1 portion. Component contribution based on 1 portion. Contains maximum 225 calories. Contains maximum 7 grams of fat. Contains maximum 4 grams of saturated fat. Contains maximum 370 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 2 bread/grain credit(s). Suggested Pack: 72/3.03oz. Portion: 1 pack	Kellogg's or General Mills
176	GARLIC, CHOPPED IN OIL. 2 LB. Jars. Must be splitable. Portions per jar: 32	Approved Brand(s), or equal: Distributor's Choice, Monarch
177	GARLIC, GRANULATED. 24 oz., must be splitable. Portions per container: 24	Approved Brand(s), or equal: Distributor's Choice, Monarch
178	GATORADE. plastic bottles, , (list flavors) Nutritional based on 1 portion. Contains maximum 40 calories. Suggested Pack: 24/12 oz. Portion: 1 each	Approved Brand(s), or equal: Gatorade G2
179	GRANOLA, BULK. Low-fat, .25 cup suggested portion size or amount to meet 1 Grain Eq., WGR, , Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 2% Calorie from Sat Fat, 0 mg Sodium, < 35 % sugar by wt. Suggested Pack: 6/ 48 oz. Portion: .25 cup Portions per case: 366	Approved Brand(s), or equal: Rockin'ola 4193

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
180	GRANOLA, BULK. Oat and Honey Organic Granola. Bulk pack. 1.9 oz. to meet 2 eq. grains. Suggested pack: 4/44 oz. bags. Portion: 1.9 oz. Portions per case: 92	Approved Brand(s), or equal: Cascadian Farm 21908-12772
181	GRANOLA, SNACK MIX. Granola snack mix made with whole grain chocolate granola clusters and mini marshmallows. Cannot contain any artificial flavors, colors or preservatives. Contains maximum 130 calories. Contains maximum 3 grams of fat. Contains maximum 45 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 1 bread/grain credit(s). Suggested Pack: 250/ 1.1 oz. Portion: 1 each	Approved Brand(s), or equal: Rockin'ola 8004070
182	GRAVY MIX, BROWN. Dry mix, brown style, no msg. Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 10% Calorie from Sat Fat, <400mg Sodium. Suggested Pack: 6/14 oz. Portion: 1 oz. Portions per case 84	Approved Brand(s), or equal: Foothill Farms 219T-TO700
183	GRAVY MIX, POULTRY. Dry mix, poultry, no msg. Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 10% Calorie from Sat Fat, <400mg Sodium. Suggested Pack: 6/14 oz. Portion: 1 oz. Portions per case 84	Approved Brand(s), or equal: Foothill Farms 217T-TO700
184	GRAVY MIX, TURKEY. Dry mix, turkey flavor, no msg. Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 10% Calorie from Sat Fat, <400mg Sodium. Suggested Pack: 6/14 oz. Portion: 1 oz. Portions per case 84	Approved Brand(s), or equal: Foothill Farms 218T-TO700
185	GREENS. COLLARDS, FROZEN. Chopped, domestic. Grade A, uniform color, no yellow or brown leaves, tender without coarse or tough leaves or stems. Suggested Pack: 12/ 3lb. Portion: to meet 1/2 cup vegetable credit. Portions per case: 125	Approved Brand(s), or equal: Distributor's Choice, Monarch
186	HOT DOG, MINI. Natural Black Angus Beef Frankfurters 16/1 lb., 3 inch length. A 1.00 ounce frankfurter must provide 1.00 ounce meat or meat alternative. Must be a gluten free product and can not contain MSG, no nitrite or nitrate added. Suggested Pack: 4/3 lb. Portion: 1 each Portions per case 192	Approved Brand(s), or equal: Eisenberg 174
187	HOT DOG. Natural Black Angus Beef Frankfurters 8/1 lb-6 inch length. Spilt Hinged Cut. A 2.00 ounce frankfurter must provide 2.00 ounce meat or meat alternative. Must be a gluten free product and can not contain MSG, no nitrite or nitrate added. Suggested Pack: 80/2 oz. Portion: 1 each	Approved Brand(s), or equal: Eisenberg 128
188	HOT SAUCE GALLON. Red sauce made with peppers and vinegar. Suggested Pack: 4/1 gallons Portion: 1 oz. Portions per case: 512	Accepted Equal: Trappey's 550444
189	HOT SAUCE PACKETS. Cayenne pepper sauce in individual 7 gr. Pouches. Suggested pack 200/ 7 gr. Pouches.	Approved Brand(s), or equal: Distributor's Choice, Monarch
190	HUMMUS, PORTION CONTROL. Delivered refrigerated. Classic Mediterranean style hummus. Individual 2 oz. cups. Contains maximum 150 calories. Contains maximum 11 grams of fat. Contains maximum 250 milligrams of sodium. CN Labeled or supporting documentation required. Provides minimum 1 meat/meat alternate credits(s). Suggested pack: 48/2 oz. Portion: 2 oz. cup	Approved Brand(s), or equal: Sabra 300079
191	ICE TEA. Cans. Lemon flavored iced tea. Suggested Pack: 24/15.5 oz. Portion: 1 can	Approved Brand(s), or equal: ARIZONA 1652
192	JAM, GRAPE, PORTION CONTROL. 0.5 oz. portion controlled pouch or cup. Contains no High Fructose Corn Syrup. Suggested Pack: 200/.5 oz. Portion: .5 oz. cup	Approved Brand(s), or equal: Heinz
193	JAM, STRAWBERRY PORTION CONTROL. 0.5 oz. portion controlled pouch or cup. Contains no High Fructose Corn Syrup. Suggested Pack: 200/.5 oz. Portion: .5 oz. cup	Approved Brand(s), or equal: Heinz
194	JERKY, BEEF ORIGINAL. Individual portion .85 oz. of jerky pieces. Contains maximum 100 calories. Contains maximum 225 milligrams of sodium. Contains no Trans Fats. Suggested pack 48/.85oz Portion: 1 package	Approved Brand(s), or equal: Jack Link's

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
195	JERKY, BEEF TERIYAKI. Individual portion .85 oz. jerky pieces. Contains maximum 100 calories. Contains maximum 225 milligrams of sodium. Contains no Trans Fats. Suggested pack 48/.85oz Portion: 1 package	Approved Brand(s), or equal: Jack Link's
196	JUICE, 100% STRAWBERRY BANANA BLEND. No added sugar or preservatives. . Component contribution based on 1 portion. Gluten Free. Provides minimum 1.25 cup fruit credit(s). Suggested Pack 8/10 oz. Portion: 10 oz. carton	Approved Brand(s), or equal: Naked 63071
197	JUICE, 100% VEGETABLE & FRUIT JUICE BLEND. USDA Approved, Vegetable in "other" or "Additional" Category (Vegetable must be first ingredient), Vegetable Content Equal to ½ Cup, Straw Attached, No Sugar Added, Fortified w/Vitamins A,D, and C, Shelf Stable For 15 Months. Aseptic pack w straw, 4.23 fl oz. Delivered Shelf stable, Ready To Use, Packaged: Individually, <25mg Sodium, No Added Sugar. Minimum 2 flavors. Suggested Pack: 44/4.23 oz. Portion: 4.23 oz. carton	Approved Brand(s), or equal: Juice Bowl 470, 469
198	JUICE, 100% VEGETABLE & FRUIT JUICE BLEND. USDA Approved, Vegetable in "Red/Orange" Category, Vegetable Content Equal to ½ Cup, Straw Attached, No Sugar Added, Fortified w/Vitamins C, Shelf Stable For 12 Months. Aseptic pack w straw. Delivered Shelf stable, Ready To Use, Packaged: Individually, <50mg Sodium, No Added Sugar. Suggested Pack: 40/4.23 oz. Portion: 4.23 carton	Approved Brand(s), or equal: Apple and Eve 24025
199	JUICE, 100% VEGETABLE & FRUIT JUICE BLEND. USDA Approved, Vegetable in "other" or "Additional" Category (Vegetable must be first ingredient), Vegetable Content Equal to ½ Cup, Straw Attached, No Sugar Added, Fortified w/Vitamins A, C and E, Shelf Stable For 12 Months. Aseptic pack w straw. Delivered Shelf stable, Ready To Use, Packaged: Individually, <50mg Sodium, No Added Sugar. Suggested Pack: 40/4.23 oz. Portion: 4.23 carton	Approved Brand(s), or equal: Apple and Eve 24023
200	JUICE, LEMON. From concentrate. Suggested Pack: 12/32oz bottles. Portion: 1 oz. Portions per case 384	Approved Brand(s), or equal: Distributor's Choice, Real Lemon
201	MANDARIN ORANGE CUPS 4 OZ. Packed in juice, shelf stable, individual portion, single serve. Component contribution based on 1 portion. No added sugar. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested pack: 36/4 oz. Portion: 4 oz. cup	Approved Brand(s), or equal: Dole 04208
202	MANDARIN ORANGES CUPS 4.5 OZ. Packed in juice, shelf stable, individual portion, single serve. Component contribution based on 1 portion. No added sugar. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested pack: 96/4.5 oz. Portion: 4.5 oz. cup	Approved Brand(s), or equal: Nu Health 4596MO
203	MANDARIN ORANGES, CANNED. Prepared from sound, properly ripened fruit of the Satsua variety that are peeled, cored, segmented into approximately equal sizes, sorted, washed, and drained. Packed in light syrup. Suggested pack 6/#10 cans. Portion: to meet 1/2 cup fruit credit. Portions per case 156	Approved Brand(s), or equal: Distributor's Choice
204	MARGARINE SOLIDS. 80% Butterfat. Suggested Pack: 30/1lb. Portion: 1 lb.	Approved Brand(s), or equal: Ventura 884941.
205	MAYONNAISE, LIGHT. 12gm single serve, foil packaging only. Non-refrigerated. Suggested Pack: 200/12 gr. Portion: 1 packet	Approved Brand(s), or equal: Heinz
206	MAYONNAISE, LIGHT. Reduced Calorie. Contains no Trans Fats. Suggested Pack: 4/1 gallon Portion: 1 oz. Portions per case: 512	Approved Brand(s), or equal: Acceptable Brand - Kraft - Heinz 2100064301
207	MILK, SOY. Vanilla 8 oz. aseptic carton. Contains maximum 150 calories. Contains maximum 5 grams of fat. Contains maximum 1 grams of saturated fat. Contains no Trans Fats. Suggested Pack: 24/8 oz. Portion: 8 oz. carton	Approved Brand(s), or equal: Sunrich Naturals OR Pearl
208	MINI LOAVES, ORANGE. Whole grain, individually wrapped 2 oz. suggested portion size or amount to meet 1 Grain Eq., <10% calories from Sat Fat, <125 me Sodium, Smart Snack approved. Suggested Pack: 120/2 oz. Portion: 1 mini loaf	Approved Brand(s), or equal: Super Bakery 7031.

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
209	MIXED FRUIT, CANNED. Diced, in extra light syrup. Suggested pack 6/#10 cans. Portion: to meet 1/2 cup fruit credit. Portions per case: 102	Approved Brand(s), or equal: Distributor's Choice
210	MUSTARD, YELLOW PREPARED, Portion: 1 pk, Delivered Shelf stable, Ready To Use, Packaged: Individually, <200mg Sodium. Suggested Pack: 500/5.5 gm. Portion: 1 packet	Approved Brand(s), or equal: Heinz, PPI.
211	OATMEAL BOWL, FROZEN. Delivered frozen, brown sugar and cinnamon flavored. Whole grain. Contains maximum 280 calories. Contains maximum 4 grams of fat. Contains maximum 80 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 1.25 bread/grain credit(s) and .75 meat/meat alternate. Suggested Pack: 60/ 7 oz. Portion: 1 bowl.	Approved Brand(s), or equal: Tabatchnick 00740
212	OIL, OLIVE. 3 liter, plastic containers only. Must be splittable. Suggested Pack: 4/3 liters. Portion: 1 oz. Portions per container 66	Approved Brand(s), or equal: Antonio LFIINC
213	OIL, SOY BEAN. Must be splittable. Approved Brand(s), or equal: VENTURA, CRISCO, MAZOLA. SFS Number(s): 2227-16. Contains no Trans Fats. Suggested Pack: 2/17.5 Lb. Portion: 1 oz. Portions per case: 560	Approved Brand(s), or equal: Distributor's Choice, Quali-Fry
214	OREGANO GROUND. 11 oz., must be splittable. Portion 1 oz.	Approved Brand(s), or equal: MC CORMICK
215	OREGANO LEAVES. 24 oz., must be splittable. Portion 1 oz.	Approved Brand(s), or equal: MC CORMICK
216	PAN FOOD SPRAY. Pan release and food spray, vegetable oil base, shelf stable. Minimum 14 oz. aerosol cans. Contains zero water, alcohol or artificial ingredients. Suggested Pack: 6/16.5 oz. Portion: 1 oz. Portions per case: 99	Approved Brand(s), or equal: Distributor's Choice
217	PANCAKE SYRUP. portioned dunk cup, no pouches. Suggested Pack: 100/1.5 oz. Portion: 1 dunk cup	Approved Brand(s), or equal: Kraft-Heinz
218	PANCAKES WITH CINNAMON GLAZE. 2 pieces frozen Minimum portion weight of 3.0 oz. Product individually wrapped. Pancakes must contain 2 equivalent grains. Minimum of 220 Calories. Suggested Pack: 80/3 oz. Portion: 3 oz. package	Approved Brand(s), or equal: The Max 94643-04442
219	PANCAKES, MINI, Maple flavor. Whole grain, individually wrapped in heatable film. No artificial flavors or colors. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 7 grams of fat. Contains maximum 3 grams of saturated fat. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested Pack: 72/3 oz. Portion: 3 oz. package	Approved Brand(s), or equal: Kellogg's, General Mills
220	PAPRIKA, SWEET. 18 oz., must be splittable. Portion: 1 oz.	Approved Brand(s), or equal: MC CORMICK 900210218
221	PASTA, ELBOW, 1 oz. dry suggested portion size or amount to meet 1 Grain Eq., WGR, , Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 10% Calorie from Sat Fat, <100mg Sodium Suggested Pack: 20 lb. Portion: 1 oz. Portions per case: 320	Approved Brand(s), or equal: Roseli 485226,
222	PASTA, PENNE, 1 oz. dry suggested portion size or amount to meet 1 Grain Eq., WGR, Suggested Pack: 20 lb., Delivered Shelf stable, Ready To Use, Packaged: Bulk,< 10% Calorie from Sat Fat, <100mg Sodium Suggested Pack: 20 lb. Portion: 1 oz. Portions per case: 320	Approved Brand(s), or equal: Roseli 485197,
223	PASTA, ROTINI, TRI COLOR, , 1 oz. dry suggested portion size or amount to meet 1 Grain Eq., Suggested Pack: 20 lb., Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 10% Calorie from Sat Fat, <100mg Sodium. Suggested Pack: 20 lb. Portion: 1 oz. Portions per case: 320	Approved Brand(s), or equal: Roseli 212834

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
224	PASTA, SPAGHETTI, , 1 oz. dry suggested portion size or amount to meet 1 Grain Eq., WGR, Suggested Pack: 20 lb., Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 10% Calories from Sat Fat, <100mg Sodium. Suggested Pack: 20 lb. Portion: 1 oz. Portions per case: 320	Approved Brand(s), or equal: Roseli 485182
225	PASTRY, CINNAMON BROWN SUGAR. Fully baked, ready to eat, whole grain pastry. 1 pk suggested portion size or amount to equal 1 Grain Eq. Contains maximum 180 calories. Contains maximum 3 grams of fat. Contains maximum 1 grams of saturated fat. Contains maximum 190 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 3 g fiber. Suggested Pack: 120/1.76 oz. Portion: 1.76 oz.	Approved Brand(s), or equal: KELLOGGS.
226	PASTRY, STRAWBERRY. Fully baked, ready to eat, whole grain pastry. 1 pk suggested portion size or amount to equal 1 Grain Eq. Contains maximum 180 calories. Contains maximum 3 grams of fat. Contains maximum 1 grams of saturated fat. Contains maximum 190 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 3 g fiber. Provides minimum 1 bread/grain credit(s). Suggested Pack: 120/1.76 oz. Portion: 1.76 oz.	Approved Brand(s), or equal: KELLOGGS.
227	PEACHES, CANNED. U.S. Grade B canned diced peaches, packed in extra light syrup. Suggested Pack 6/#10 cans. Portion: to meet 1/2 cup fruit credit. Portions per case: 106	Approved Brand(s), or equal: Distributor's Choice, Monarch
228	PEARS, CANNED. U.S. Grade B canned diced pears, packed in extra light syrup. Suggested Pack 6/#10 cans. Portion: to meet 1/2 cup fruit credit. Portions per case: 114	Approved Brand(s), or equal: Distributor's Choice, Monarch
229	PEAS AND CARROTS. IQF peas and diced carrots 3/8". Suggested pack: 20 lb. case. Portion: 2.93 oz. Portions per case: 109	Approved Brand(s), or equal: Distributor's Choice, Monarch
230	PEPPER, BLACK GROUND. 18 oz., Must be splitable Portion: 1 oz.	Approved Brand(s), or equal: MC CORMICK, CF Sauer
231	PEPPER, BLACK, PACKETS. Individual flat packets Suggested Pack: 6000/.01gr Portion: .01 gr pack	Approved Brand(s), or equal: Distributor's Choice
232	PICKLES, DILL SLICE. Suggested pack 4/1 gallon plastic jars. Portion: 1 oz. Portions per case: 348	Approved Brand(s), or equal: Distributor's Choice, Monarch
233	PIEROGIES, Potato and American Cheese filled pasta. CN labeled, High protein. 4.71 oz. portion size or amount to meet 2 M/MA, 1 Grain Eq., WGR, Suggested pack 4/7.06 lb. Portion: 4.71 oz. Portions per case: 96	Approved Brand(s), or equal: Mrs. T's 41164
234	PINEAPPLE CUPS 4 oz. Tidbits packed in 100% pineapple juice. Individual portion, single serve. Provides minimum 1 fruit credit (s). Suggested pack 36/4 oz. Portion: 4 oz. cup	Approved Brand(s), or equal: Dole 419
235	PINEAPPLE CUPS 4.5 oz. Packed in juice, shelf stable, individual portion, single serve. Component contribution based on 1 portion. No added sugar. CN Labeled or supporting documentation required. Provides minimum 1 fruit credit(s). Suggested pack: 96/4.5 oz. Portion: 4.5 oz. cup	Approved Brand(s), or equal: Nu Health 4596PP
236	PINEAPPLE, CANNED. Tidbits in light syrup. Suggested Pack: 6/#10 cans, drain weight 63 oz. Portion: 3. oz. Portions per case: 144	Approved Brand(s), or equal: DelMonte 2001715

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
237	PLANTAINS, SWEET. Sliced, Pre-cooked, IQF, heat and serve. Nutritionals based on 1 portion. Contains maximum 200 calories. Contains maximum 6 grams of fat. Contains no Trans Fats. Provides 1/4 cup vegetable credit(s) Suggested Pack: 4/6 lb. Portion: 2 oz. Portions per case 192	Approved Brand(s), or equal: BIG BANANA SB01
238	POPCORN. Kettlecorn flavored, individual portions. No preservatives or artificial flavors, must be smart snack approved. Suggested Pack: 60/1 oz. Portion: 1 oz. bag	Approved Brand(s), or equal: Snak King 285188.
239	POTATOES, SWEET SOUFFLE. Delivered frozen, 5 oz. suggested portion size or amount to meet \geq 1/2 C Veg, Red/Orange subgroup, , <210 Calories/Serving, < 25% Calories from Saturated Fat, \leq 360 mg Sodium. Suggested Pack: 8/4 lb. bags. Portion: 5 oz. Servings per case: 102	Approved Brand(s), or equal: MMI CN80004
240	POTATOES, SWEET, CANNED. Peeled and cut. Suggested Pack: 6/#10 cans Portion: 5.7 oz. Servings per case: 106	Approved Brand(s), or equal: ALLEN, PACKER
241	POULTRY SEASONING. 10 oz., must be splittable. Portion: 1 oz.	Approved Brand(s), or equal: MC CORMICK
242	PRETZEL ROLL. Frozen, whole grain, sliced. Contains maximum 175 calories. Contains maximum 4 grams of fat. Contains maximum 40 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Provides minimum 2 bread/grain credit(s). Suggested Pack: 120/2.2 oz. Portion: 1 roll	Approved Brand(s), or equal: J&J 7051
243	RAISINS, BLACK SEEDLESS. Each 1.33 oz. box must contain a 1/2 cup serving of fruit. Suggested Pack:144/1.33 oz. boxes. Portion: 1.33 oz. box	Approved Brand(s), or equal: Distributor's Choice, Sunmaid
244	RAISINS, FLAVORED GOLDEN, Each 1.5 oz. box must contain a 1/2 cup serving of fruit. Calories can not exceed 140 grams and sugar can not exceed 27 grams. Must have at least three other flavors. Product must be produced in a nut free and tree nut free facility. Suggested Pack: 200/1.5 oz. boxes. Portion: 1.5 oz. box	Approved Brand(s), or equal: Raisels Lemon Blast 70044-00528
245	RAVIOLI, BEEF, CANNED. In Meat Sauce. CN Labeled. Each 8.31 oz. serving (by weight, 8 pieces per serving) provides 2 Meat/Meat alternate and 3/8 cup of Red/Orange Vegetable. Suggested Pack: 6/#10 can. Portion: 8.31 oz. Servings per case: 78	Approved Brand(s), or equal: Con Agra 6414481080
246	RELISH, SWEET PICKLE. Suggested pack 4/1 gallon plastic jars Portion: 1 ounce Portions per case: 512	Approved Brand(s), or equal: Distributor's Choice, Cool Crisp
247	RICE, BROWN. Parboiled. Suggested Pack: 25 lb bag. Portion: 1/2 cup. Portions per case: 472	Approved Brand(s), or equal: Uncle Bens
248	RICE, whole grain vegetable fried rice, , Complete Mix: carrots, green peas, corn, and traditional Asian seasonings. No high fructose corn syrup, no certified artificial colors, no added MSG. CN Label required. Suggested Pack: 6/5.16 lbs. Portion: 5.9 oz. Servings per case: 84	Approved Brand(s), or equal: Minh 69074
249	ROLL DOUGH, Whole Grain. Frozen, thaw and bake. Contains maximum 200 calories. Contains maximum 5 grams of fat. Contains maximum 150 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested pack: 160/2.5 oz. Portion 2.5 oz.	Approved Brand(s), or equal: Rich's 13918.
250	ROLL DOUGH, Whole Grain. Frozen, thaw and bake. Contains maximum 100 calories. Contains maximum 2 grams of fat. Contains maximum 150 milligrams of sodium. Contains no Trans Fats. Contains minimum 2 g fiber. CN Labeled or supporting documentation required. Provides minimum 1 bread/grain credit(s). Suggested pack: 288/1.25 oz. Portion: 1.25 oz.	Approved Brand(s), or equal: Bridgford 6736

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
251	ROLL, CINNAMON. Must provide whole grain contribution, individually wrapped, thaw and serve and not contain high fructose corn syrup. Component contribution based on 1 portion. Contains maximum 300 calories. Contains maximum 8 grams of fat. Contains maximum 3 grams of saturated fat. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested Pack: 60/2.6 oz. Portion: 1 roll	Approved Brand(s), or equal: SKY BLUE WWB5160
252	ROLL, SUB, HINGED, 2.3 oz. suggested portion size or amount to meet 2.25 2.0 oz. Gr eq., WGR, , Delivered Frozen, Thaw and Serve, Packaged: Bulk, <5% calories from Sat Fat, <230 200 mg sodium. Suggested Pack: 144/2.3 oz. Portion: 1 roll	Approved Brand(s), or equal: Hadley Farms #3023.
253	ROLL, SWEET POTATO, ICED. Must provide whole grain contribution, individually wrapped, thaw and serve and not contain high fructose corn syrup. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 8 grams of fat. Contains maximum 2 grams of saturated fat. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 2 g fiber. Provides minimum 2 bread/grain credit(s). Suggested pack 144/2.7 oz. Portion: 1 roll	Approved Brand(s), or equal: Hadley Frams 1377IW
254	SALT. Iodized Suggested Pack: 24/26 oz. boxes per case. Portion: 1 ounce Portions per case: 624	Approved Brand(s), or equal: Distributors Choice
255	SANDWICH, SOYBUTTER AND JELLY. 51% whole grain sandwich made with soybutter and grape jelly. Individually wrapped. Must be processed in a peanut free facility. . Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 300 calories. Contains maximum 17 grams of fat. Contains maximum 225 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 4 g fiber. Provides minimum 1 meat/meat alternate credits(s). Provides minimum 1 bread/grain credit(s). Suggested Pack: 72/2.8 OZ Portion: 1 sandwich	Approved Brand(s), or equal: Albie's 607
256	SANDWICH, TURKEY AND AMERICAN CHEESE. Whole Grain Sub Roll. Individually wrapped. Provide 2.0 ounce grain equivalents and 2.0 ounces of meat or meat alternate. Portion to provide at least 285.0 calories, with no more than 12 grams of fat. Must contain less than 800.0 milligrams of sodium. Portions per case: 80	Approved Brand(s), or equal: Bake Crafters 6648.
257	SANDWICH, TURKEY HAM & AMERICAN CHEESE. Whole Grain Sub Roll. Individually wrapped. Provide 2.0 ounce grain equivalents and 2.0 ounces of meat or meat alternate. Portion to provide at least 280.0 calories, with no more than 12 grams of fat. Must contain less than 800.0 milligrams of sodium. Portions per case: 45	Approved Brand(s), or equal: AdvancePierre 68124
258	SAUCE, ASIAN, DUCK SAUCE. Individual packs. Minimum 300 packets per case. Nutritionals based on 1 portion. Contains maximum 75 milligrams of sodium. Suggested Pack: 500/9 gm Portion: 1 packet	Approved Brand(s), or equal: Kraft Heinz
259	SAUCE, BBQ. Smokey flavor. Delivered shelf stable, ready to use. Suggested Pack: 4/1 gallon plastic containers. Portion: 1 ounce Portions per case: 512	Approved Brand(s), or equal: Kens
260	SAUSAGE, PORK. precooked, patty shape, low sodium 1.94 oz. suggested portion size or amount to meet 1 M/MA, Delivered Frozen, Heat and Serve, Packaged: Bulk, <30% Calorie from Sat Fat, <250mg Sodium. Suggested Pack: 80 /1.94 oz. Portion: 1 patty	Approved Brand(s), or equal: Jones 18717
261	SCONES, BLUEBERRY LEMON. Frozen ready to bake dough pucks. Must be 51% whole grain. Glaze to be included in case. Made in a nut free facility. Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 300 calories. Contains maximum 12 grams of fat. Contains maximum 4 grams of saturated fat. Contains maximum 35 grams of sugar. Contains no Trans Fats. CN Labeled or supporting documentation required. Contains minimum 3 g fiber. Provides minimum 2 bread/grain credit(s). Suggested Pack: 96/3 oz. Portion: 1 scone	Approved Brand(s), or equal: Fat Cat WGBL96-2GB
262	SEASONING MIX, dry, Cuban style black beans, Portion: 1 oz. dry mix, no msg, Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 10% Calorie from Sat Fat, <160mg Sodium. Suggested Pack: 12/4.2 oz. Portion: 1 oz. Portions per case: 50	Approved Brand(s), or equal: Foothill Farms V465-H5190,
263	SEASONING, FAJITA. Salt free fajita seasoning. Suggested pack 4/24 oz. Portion: 1 oz. Portions per case: 96]	Approved Brand(s), or equal: Magic Seasoning FAJ201

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
264	SEASONING, GARLIC and HERB. Salt-free. Suggested Pack: 20 oz. Portion: 1 oz.	Approved Brand(s), or equal: Distributor's Choice, McCormick
265	SEASONING, VEGETABLE. Salt-free. Suggested Pack: 21 oz. Portion: 1 oz.,	Approved Brand(s), or equal: Distributor's Choice, Monarch
266	SEASONING, ZESTY COUNTRY, SALT FREE. Dehydrated Onion, Dehydrated Garlic, Dehydrated Red & Green Bell Pepper, Parsley blend. Suggested Pack: 19 oz. Portion: 1 oz.	Approved Brand(s), or equal: Distributor's Choice, Monarch
267	SODA, BICARBONATE. Suggested pack: 24/1 lb. box only. Portion: 1 LB.	Approved Brand(s), or equal: Gilster, Arm & Hammer.
268	SOUP, MUSHROOM. Condensed, reconstitutes with equal parts liquid and condensed soup, Approved Brand(s), or equal: Campbell's 1266 condensed, reconstitutes with equal parts liquid and condensed soup, Delivered Shelf stable, Heat and Serve, Packaged: Bulk, < 45% Calorie from Sat Fat, <790mg Sodium. Suggested Pack: 12/50 oz. Portion: 4 oz. Portions per case: 300	Approved Brand(s), or equal: Campbell's 1266
269	SOY BUTTER CUP. Single serve, 1.12 oz. amount to meet 1 M/MA. Suggested pack: 100/1.12 oz. Portion: 1.12 oz. cup	Approved Brand(s), or equal: Wow Butter 10920.
270	SOY SAUCE. Reduced sodium. Minimum 1/2 gallon, must be splittable if packaged more than 1 gallon to a case. Suggested Pack: 1/64 oz. Portion: 1 oz.	Approved Brand(s), or equal: LA CHOY, KIKOMAN.
271	SPICE, ONION POWDER. Suggested Pack: 20 oz. Portion: 1 oz.	Approved Brand(s), or equal: McCormick
272	SPICE, ONIONS DEHYDRATED FLAKES. Must be splittable. Suggested Pack: 3 lbs. Portion: 1 oz. Portions per case 48	Approved Brand(s), or equal: Sauer's
273	SPICE, PARSLEY FLAKES. Must be splittable. Suggested Pack: 11 oz. Portion: 1 oz.	Approved Brand(s), or equal: MC CORMICK 932478
274	SPINACH, CHOPPED, FROZEN. Contains no Trans Fats. CN Labeled or supporting documentation required. Suggested Pack: 12/3 lb. Portion: to meet 1/2 cup vegetable credit. Servings per case: 100	Approved Brand(s), or equal: Simplot
275	STRAWBERRIES, FROZEN. No sugar added. Whole California strawberries IQF. Suggested Pack: 10 lb. Portion: to meet 1/2 cup fruit credit. Servings per case: 59	Approved Brand(s), or equal: Distributor's Choice, Monarch
276	STUFFING MIX. Oven, whole grain, traditional mix. Component contribution based on 1 portion. Provides minimum 1 bread/grain credit(s). Suggested Pack: 12/1 lb. Portion: 1/2 cup. Portions per case: 276	Approved Brand(s), or equal: Foothill Farms T530-C1190
277	SUGAR. Granulated, extra fine, pure white cane. Suggested Pack: 25 lb. bags. Portion: 1 lb.	Approved Brand(s), or equal: Distributor's Choice, Monarch
278	SUNFLOWER KERNELS. Lightly salted, single serve. <125 mg Sodium. 1 oz. amount to meet 1 M/MA Suggested Pack: 150/1 oz. Portion: 1pk.	Approved Brand(s), or equal: SunRich 1105050

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
279	TACO MEAT SEASONING. Reduced sodium, dry mix. Suggested Pack: 6/8.5 oz. Portion: 1 oz. Portions per case: 51	Approved Brand(s), or equal: Acceptable Brand -: Durkee 2010778
280	TACO SAUCE. Portion control packets. Suggested Pack: 500/9gr. Portion: 1 packet	Approved Brand(s), or equal: Ortega
281	TACO SHELLS. Large yellow corn, 6 in. 2 shells total 35 gr to equal 1.25 equivalent grains. Shelf stable 75 day shelf life. Suggested pack 200/case Portion: 2 shells Portions per case: 100	Approved Brand(s), or equal: Mission 10115
282	TAQUITO, CHICKEN & CHEESE. 2.75oz must provide 1.00 oz. equivalent meat/meat alternate, 1.00 oz. of equivalent grains. CN Label required. Portion to provide a minimum of 140 calories with no more than 5 fat grams. Must contain a minimum of 2 grams of fiber and less than 410 of sodium. Suggested Pack: 140/2.75 oz. per case. Portion: 1 taquito	Approved Brand(s), or equal: EL MONTEREY 40818
283	TARTER SAUCE. Portion control packet. Suggested Pack: 200/12 gr Portion: 1 packet	Approved Brand(s), or equal: Distributor's Choice, Monarch
284	TEA BAGS. Orange pekoe black; large size. Tea bag for 1 gallon (16 cups) of tea, Portion: 1 cup. Suggested Pack: 96/1oz bags per box. Portion: 1 oz. bag	Approved Brand(s), or equal: Lipton, National Quality 900130
285	TOMATOES, PETITE DICED, CANNED. Peeled, diced 3/8" in juice. Suggested pack 6/#10 cans. Portion: to meet 1/2 cup vegetable. Portions per case: 148	Approved Brand(s), or equal: Distributor's Choice, Roselli
286	TORTILLA 10 INCH. Regular flavor, 2.2 oz. suggested portion size or amount to meet > or = 2 Grain Eq., WGR, , Delivered Frozen or Shelf Stable, Thaw or Ready to Serve, Packaged: Bulk, < 25% Calorie from Sat Fat, <525mg Sodium. Suggested Pack: 12/12 ct. Portion: 1 tortilla. Portions per case: 144	Approved Brand(s), or equal: Mission 10425
287	TORTILLA 6INCH. Regular flavor, 1 ea. suggested portion size or amount to meet 1 Grain Eq., WGR, each Delivered Frozen or Shelf Stable, Thaw or Ready to Serve, Packaged: Bulk, < 25% Calorie from Sat Fat, <300mg Sodium. Suggested Pack: 24/ 12 ct. Portion: 1 tortilla. Portions per case: 288	Approved Brand(s), or equal: Mission 10462
288	TORTILLA 8 INCH. Regular flavor, 1.8 oz. suggested portion size or amount to meet > or = 1 Grain Eq., WGR, Suggested Pack: 12/12 ct, Delivered Frozen or Shelf Stable, Thaw or Ready to Serve, Packaged: Bulk, < 25% Calorie from Sat Fat, <225mg Sodium. Suggested Pack: 12/12 ct. Portion: 1 tortilla. Portions per case: 144	Approved Brand(s), or equal: Mission 33824
289	TUNA, CHUNK. Water packed in pouches. 1 oz. suggested portion size or amount to meet 1 M/MA, Delivered Shelf stable, Ready To Use, Packaged: Bulk, < 20% Calorie from Sat Fat, <400mg Sodium. Suggested Pack: 6/44 oz. Portion: 1 oz. Portions per case: 132	Approved Brand(s), or equal: Acceptable Brand -: Starkist 514560
290	TURKEY LINK IN PANCAKE. 100% wrapped in whole grain maple flavored pancake batter, fully cooked, 2.67 oz. suggested portion size or amount to meet > or = 1 Grain eq. and 1 M/MA. delivered frozen, heat and serve, packaged: bulk, <15% Calorie from Sat Fat, <310 mg sodium. Suggested pack: 60/2.67 oz. Portion: 1 each	Approved Brand(s), or equal: Foster Farms 94113.
291	TURNOVER, BEEF. Jamaican style, 100% flavored ground beef in a whole grain pastry shell. Bulk packed. Nutritionals based on 1 portion. Contains maximum 350 calories. Contains maximum 12 grams of fat. Contains maximum 5 grams of saturated fat. Contains maximum 450 milligrams of sodium. Contains no Trans Fats. CN Labeled or supporting documentation required. Suggested Pack: 50/5.5 oz. Portion: 1 each	Approved Brand(s), or equal: HOTPIE 7054

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
292	VEGETABLE BLEND FROZEN, "California "style, broccoli, carrots, and cauliflower, Domestic, 3.3 oz. suggested portion size or amount to meet 1/2C Veg, Other subgroup, Grade: A, Delivered Frozen, Heat and Serve, Packaged: Bulk, < 5% Calorie from Sat Fat, <50mg Sodium. Suggested Pack: 4/ 5 lb. Portion: to meet 1/2 cup vegetable credit. Portions per case: 106	Asian Food Solutions, Fineline 41164 OR Distributor's Choice
293	VEGETABLE BLEND FROZEN, "Italian "style, zucchini,carrots,lima beans, Italian green beans and cauliflower, Domestic, 3.3 oz. suggested portion size or amount to meet 1/2C Veg, Other subgroup, , Grade: A, Delivered Frozen, Heat and Serve, Packaged: Bulk, < 5% Calorie from Sat Fat, <50mg Sodium. Suggested Pack: 4/ 5 lb. Portion: Portion: to meet 1/2 cup vegetable credit. Portions per case 96	Monarch 673425 OR Distributor's Choice
294	VEGETABLE MEDLEY, EDAMAME. Frozen, domestic. Grade A. Contains soybeans, corn, carrots and red peppers. Suggested Pack: 6/4 lbs. Portion: to meet 1/2 cup vegetable credit. Portions per case: 161	Approved Brand(s), or equal: Norpac 3840
295	VINEGAR, WHITE. Must be splitable. Suggested Pack: 6/1 gallon plastic containers per case. Portion: 1 oz. Portions per case: 768	Approved Brand(s), or equal: HEINZ, PACKER.
296	VINEGAR. RED WINE. Must be splitable Suggested Pack: 4/1 gallon plastic containers per case. Portion: 1 oz. Portions per case: 512	Approved Brand(s), or equal: HEINZ, PACKER
297	WAFFLE, MINI. Whole grain, individually wrapped in heatable film. No artificial flavors or colors. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 10 grams of fat. Contains maximum 2 grams of saturated fat. CN Labeled or supporting documentation required. Provides minimum 2 bread/grain credit(s). Suggested Pack: 72/2.6 oz. Portion: 2.6 oz. package	Approved Brand(s), or equal: Kellogg's, General Mills
298	WATER, SPRING 16.9 oz. Plastic bottle Suggested Pack: 24/16.9 oz. Portion: 1 bottle	Approved Brand(s), or equal: Distributor's Choice
299	WATER, SPRING 24 oz. Plastic sports bottle Suggested Pack: 24/24 oz. Portion: 1 bottle	Approved Brand(s), or equal: Distributor's Choice
300	WATER, SPRING 8 oz. Plastic bottle Suggested Pack: 48/8 oz. Portion: 1 bottle	Approved Brand(s), or equal: Distributor's Choice
301	WRAP, CHICKEN TENDER & CHEESE. Each 3.80 oz. Wrap provides 2 oz. Meat/Meat Alternate and 2 oz. EQV Grain towards the NSLP, Whole Grain Rich Tortilla. Wrap is individually wrapped. Frozen. Not more than 415 mg Sodium. No more than 11% Calories from Saturated Fat, 0 Trans Fat, No less than 259 Kcal. Suggested Pack: 96/ 3.8 oz. Portion:1 wrap	Approved Brand(s), or equal: Cabo Primo 71012
302	YAKISOBA NOODLES. Whole Grain, One 2.46 oz. portion provides 1 oz. of Grain equivalent. No more than 32gr of carbohydrates and 8gr of sugar per portion. Suggested Pack: 6/5 lb. Portion: 2.46 oz. Portions per case: 195	Approved Brand(s), or equal: Chef's Corner CCF-0010.
303	YOGURT 4 OZ. CUP. (list additional flavors) Non Fat, 4 oz. suggested portion size or amount to meet 1 M/MA, Delivered Refrigerated, 90 day shelf life. Ready To Use, Packaged: Individually, < 20% Calorie from Sat Fat, <55mg Sodium, < 35 % sugar by wt. Suggested Pack: 48/4oz. Portion: 4 oz. cup	Approved Brand(s), or equal: Upstate 9820
304	YOGURT, Strawberry Banana, Non Fat, 4 oz. suggested portion size or amount to meet 1 M/MA, Suggested Pack: 48/4oz, Delivered Refrigerated, 25 day shelf life. Ready To Use, Packaged: Individually, < 20% Calorie from Sat Fat, <55mg Sodium, < 35 % sugar by wt	Approved Brand(s), or equal: Danimals 2732
305	YOGURT, GREEK 4 OZ CUP., , 4 oz. suggested portion size or amount to meet 1 M/MA, , Delivered Refrigerated, 60 day shelf life. Ready To Use, Packaged: Individually, < 20% Calorie from Sat Fat, <50mg Sodium, < 35 % sugar by wt. Suggested Pack: 24/4oz Portion: 4 oz. cup	Approved Brand(s), or equal: Upstate 9702

SECTION 11, PRODUCT SPECIFICATIONS (Continued)

ITEMS 1 THROUGH 88 ARE FOR PROCESSING		
306	YUCA STEAK FRIES. Frozen, pre-cooked, ready-to-use, low sodium, no artificial ingredients, no preservatives, gluten free . Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 250 calories. Contains maximum 10 grams of fat. Contains maximum 3 grams of saturated fat. Contains maximum 150 milligrams of sodium. Contains no Trans Fats. 3 oz. provides minimum 1 starchy vegetable credit(s). Suggested pack 4/5 lb. Portion: 3 oz. Portions per case: 104	Approved Brand(s), or equal: Tio Jorge TJ115
307	YOGURT, BULK. Vanilla blended, low-fat or fat-free yogurt, not sweetened with aspartame, no artificial coloring. Component contribution based on 4 ounce. Contains maximum 125 calories. Contains maximum 1 grams of fat. Suggested pack 6/4 lb. Pouches Portion: 8 oz. Portions per case: 48	Approved Brand(s), or equal: Yoplait
308	YOGURT, BULK. Strawberry blended, low-fat or fat-free yogurt, not sweetened with aspartame, no artificial coloring. Component contribution based on 4 ounce. Contains maximum 125 calories. Contains maximum 1 grams of fat. Suggested pack 6/4 lb. Pouches Portion: 8 oz. Portions per case: 48	Approved Brand(s), or equal: Yoplait
309	PANCAKES MINI CONFETTI, whole grain, individually wrapped, vanilla birthday cake flavor, ovenable packaging, no high fructose corn syrup . Nutritionals based on 1 portion. Component contribution based on 1 portion. Contains maximum 300 calories. Contains maximum 10 grams of fat. Contains maximum 2 grams of saturated fat. Contains maximum 400 milligrams of sodium. Contains no Trans Fats. Provides minimum 2 bread/grain credit(s). Suggested pack: 72/3.03 oz. Portions per case: 72	Approved Brand(s), or equal: Kellogg's 18574
310	CHEX MIX, Chocolate caramel. Individually wrapped, no artificial colors, no artificial flavors. Component contribution based on 1 portion. Provides 1 eq. grain. Suggested pack: 60/1.03 oz. packets. Portions per case: 60	Approved Brand(s), or equal: General Mills 31933

SECTION 12, FORMS AND ATTACHMENTS

Please fill out all attachments in the pages that follow.

Some attachments must be notarized.

SECTION 12, ATTACHMENT 1

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

**SECTION 12, ATTACHMENT 2
DRUG FREE WORKPLACE**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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 shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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 days after such conviction.
5. Shall 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____ (Signature)

Personally known _____ or _____

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____

(Type of Identification)

SECTION 12, ATTACHMENT 3

W-9 Form

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

The W-9 form should also be accompanied by a printout of the bidder's corporation record as registered with the Division of Corporations, Florida Department of State which can be accessed at www.sunbiz.org or from the state the bidder is registered in.



SECTION 12, ATTACHMENT 4

ACH Payment Agreement Form (ACH CREDITS)
The School Board of Broward County, Florida
 (See General Condition 10)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement shall remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institute: _____

Branch/ State: _____

Routing No: _____

Account No: _____

	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
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VENDOR AREA: _____

Remittance Confirmation: (please select one)	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
---	---------------------------------	-----------------------------------

Federal Identification No. Vendor	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>
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Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature
 (Primary) and Business title: _____ Date: _____

Authorized Signature
 (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: **SBBC – Purchasing – Data Strategy Group**
 7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

SECTION 12, ATTACHMENT 5
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS
(Special Condition 4.15)

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, sub-grants, 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 \$100,000 for each such failure.

By Date: (Signature of Official (Executive Director) Authorized to Sign Application)

By Date: (Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For
Name of Grantee
Title of Grant Program

SECTION 12, ATTACHMENT 5 (Continued)
 (Special Condition 4.15)

Approved by OMB
 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See next page for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 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 Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

SECTION 12, ATTACHMENT 5 (Continued)
(Special Condition 4.15)

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.
3. Identify the appropriate classification of this report. If this is a followup 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.
7. 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 for Bid (IFB) 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."
9. 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

**SECTION 12, ATTACHMENT 7
 SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS**


Refer to Section 7 for more information about the Small/Minority Women-Owned Business Enterprise program.

The following forms are **due (if applicable) at the time of Bid submittal** and can be obtained on our website at: <https://www.browardschools.com/Page/32118>

1. Statement of Intent to Perform as an S/M/WBE Subcontractor (Document preview follows)

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00470 Attachment _____
	STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR
SOLICITATION #: <input type="text"/>	
CONTRACT #: <input type="text"/>	
A signed <i>Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor</i> form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the <i>S/M/WBE Subcontractor Participation Schedule</i> .	
STATEMENT OF INTENT	
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity	

2. Small/Minority/Women-**Owned** Business Enterprise Subcontractor Participation Schedule Document Preview:


 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00475 Attachment _____
	SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE
DATE: <input type="text"/>	
SOLICITATION INFORMATION	
Contract #:	Project Start Date:
Project Name:	
Project Location:	
Bidder/Proposer:	

3. S/M/WBE Participation Good Faith Effort Form (Document Preview follows)

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM
	DATE: <input type="text"/>
CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	
Prime Contractor:	

The following form is **due (if applicable) after Bid has been awarded:**

1. S/M/WBE Monthly Subcontractor Utilization Report (Document Preview follows)

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00485 Attachment _____		
	S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT		
SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:
SECTION II - UTILIZATION INFORMATION			
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.			
			AMOUNT PAID

SECTION 12, ATTACHMENT 8
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID IN TIME FOR BID OPENING TO BE CONSIDERED FOR AWARD

See General Condition 45

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) 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	ITB Number
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Name(s) and Title(s) of Authorized Representative(s)

Signature(s)	Date
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SECTION 12, ATTACHMENT 8 (Continued)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the 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 it 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 Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
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 voluntary 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.



SECTION 12, ATTACHMENT 9
REFERENCES
(Special Condition 4.08)
The School Board of Broward County, Florida

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 3-

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 4 -

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 5 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____


Scope of Work:

SECTION 12, ATTACHMENT 10

MAILING LABEL

(Special Condition 4.02)

Please print the mailing label below and affix it to your bid package to facilitate identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

 _____

FROM: _____
(Bidder's Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Michelle Wilcox
BID: FY20-014
MAINLINE FOODS AND DISTRIBUTION SERVICES

SECTION 12, STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
 Procurement and Warehousing Services
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO Bid":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____