

SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT 3326 Forest Hill Boulevard, Suite A-323 West Palm Beach, FL 33406-5813	INVITATION TO BID Bidder Acknowledgement
BID NO. <u>02C-14R</u>	Date: <u>August 31, 2001</u>
BID TITLE: TERM CONTRACT FOR FOOD AND SUPPLIES FOR SCHOOL CAFETERIAS (i.e. Frozen, Refrigerated Products, Beverages, Grocery/Dry Goods, Paper Supplies and Other Related Food Service Accessories)	
Bids Must be Received no later than 2:00 P.M September 26, 2001 at which time bids will be opened.	
Vendor Name:	Terms:
Vendor Mailing Address:	Delivery _____ calendar days after receipt of order.
City - State - Zip Code:	F.E.I.D. No. (S.S. #)
Area Code/Telephone Number:	Toll Free Number
Fax Number:	
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).	
_____ Authorized Signature (Manual)	_____ Authorized Signature (Type or Printed) and Title

INVITATION TO BID

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Palm Beach, Purchasing Department, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813. Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE and TIME and DATE OF BID OPENING using the label provided. It is the sole responsibility of the bidder to ensure their bid reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation 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.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: One copy of this executed invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten. Corrections must be initiated by the person signing the bid. Any corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids may not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will 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 will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- A. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax

Exemption Certificate No. 03-00009-22-60 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the 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 will be at bidder's risk.
- C. **Bidder warrants** by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
- D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- E. **CONDITIONS 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 the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- F. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

4. **DELIVERY:** Unless actual date of delivery is specified, 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 holidays.

5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

7. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. 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. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.

12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.

13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosively and reactivity;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378

14. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.

16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.

17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School Board of Palm Beach County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.

18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

20. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.

21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

PBSD 1186
(Rev. 2/2001)

SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this invitation to bid is to secure firm prices and establish a term contract for the purchase of **FOOD AND SUPPLIES FOR SCHOOL CAFETERIAS (ie. Frozen, Refrigerated Products, Beverages, Grocery / Dry Goods, Paper Supplies and Other Related Food Service Accessories)**, as specified herein.
- B. **DELIVERY:** Successful bidder shall have items available for delivery as scheduled by the School District or the jobber for the District.

Deliveries of awarded products will be made to the current jobber, Sysco Food Service of Southeast Florida, 1999 Highway 710, Riviera Beach, FL 33404, who shall be responsible to the District for all items selected as a result of this bid and shall be the only entity authorized to invoice products for payment by the District.

All frozen items shall be stored and delivered in a hard frozen state of 0°F or below. Deliveries deviating from this requirement shall be referred to the Department of School Food Service for acceptance.

All orders for delivery of items shall be scheduled to arrive as requested by the jobber not to exceed 14 calendar days from date order is received by the supplier. Awarded supplier must confirm receipt of order with jobber within 48 hours or 2 business days. Supplier shall schedule a delivery appointment with jobber to fulfill the 14 day delivery window. Supplier confirmation shall consist of, but not limited to: quantity ordered, quantity to be delivered, case packaging, awarded pricing and case and pallet configuration. Any deviations to the jobber's policy shall be negotiated with the jobber. When the supplier is unable to meet the delivery as established by the jobber, the jobber reserves the right to purchase on the open market to meet the menu cycle as established by the School Food Service Department. When non-delivery of items scheduled requires a menu substitution by purchaser, it shall result in a penalty payment by the supplier to the jobber (refer to Special Condition C, Award, Paragraph 4, Penalties).

ALL AWARDED ITEMS SHALL BE DELIVERED BY SUPPLIER IN ACCORDANCE WITH JOBBER'S RECEIVING/SORT AND SEGREGATION POLICY.

- C. **AWARD:** Contract will be awarded to the lowest and best bid from a responsive, responsible bidder, subject to the terms and conditions contained herein. Items in groups as marked, will be awarded by group. (A group is defined as an item with several parts labeled A, B, C with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid and reflects a grand total per group in the space provided on the Bid Summary Sheet in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

The Board reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department, Palm Beach County School District.

Only bids submitted for "Approved Brands" listed in this bid document will be considered for award purposes. Where acceptable equal is notated, vendor must submit two nutritional analysis and ingredient statements for each item offered. The School Food Service Department may request a sample if necessary. Samples must be supplied within five working days at no cost to the District.

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Any deviations from the bid or product specifications must be identified by the bidder. Bids that are conditioned by the vendor may be subject to non-consideration in the award process. Example of conditioned bids include, but are not limited to:

- a. Minimum order quantities.
 - b. Deadline dates for delivery of product.
 - c. Combining of items for bidders delivery convenience. (See Special Condition K, Minimum Orders.)
1. Awards of items using USDA D/F (Donated Food) Commodity are made conditional to the successful bidder submitting, within five days upon request, a current copy of either the commodity processing contract approved by the State of Florida/HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.
2. Only items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes unless otherwise stated on line item bid. If a product is not produced in the USA, all foreign products must be submitted as an alternate and specify country of origin. All foreign products must be inspected for wholesomeness as well as grades and origin of product must be so noted on grade certificates. All products of foreign origin accepted on the bid must have a pesticide analysis from a certified US Lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.
3. Notification of Award: A notice of award letter will be sent to the successful suppliers. Purchases will be directed through a designated agent (currently Sysco Food Service of Southeast Florida) of the District known as the jobber who places the orders, inventories the product and is responsible for all payments of the products. All contracts concerning bid items are to be entered into between the supplier (bidder) and the jobber, and not with the School District of Palm Beach County.
4. Penalties: When the awarded vendor fails to deliver product on time to the jobber and a substitute item needs to be purchased, the awarded vendor shall pay the jobber the price difference between the original bid price and the substitute price if applicable.

In the event that the jobber fails to place orders for the required food item(s) with the supplier within the established order/delivery parameters (See Special Condition B) the supplier will not be considered in non-compliance to the contract terms, and the jobber shall pay the price differential to the District.

If the supplier is found in default of the contract, the Purchasing Department shall issue a notice letter that advises the awarded bidder that a recommendation will be made to the Board to debar the supplier. The letter shall state the reason for the action taken. The term of debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three years.

It is anticipated that award will be made at the November 20, 2001 Board meeting.

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- D. **M/WBE GOAL:** The Goal Setting Committee has established a 5% bid preference for participation/-utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Department of Equity Assurance, 3322 Forest Hill Boulevard, Suite C-323, West Palm Beach, FL 33406, or phone (561) 434-8508.

- E. **TERM OF CONTRACT:** The term of this contract shall be from January 1, 2002 through December 31, 2002, and may, by mutual agreement between the School Board and the awardee, be renewable for one additional one-year period. The Board, through the Purchasing Department, will, if considering to renew, request a letter of intent to renew from the awardee 60 days prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their bid.
- F. **BIDDERS RESPONSIBILITY:** Before submitting their bid, each bidder is required to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
- G. **SEALED BID REQUIREMENTS:** The "INVITATION TO BID" bidder's acknowledgement sheet must be completed, signed, and returned. In addition, the Bid Summary Sheet page(s) on which the bidder actually submits a bid, needs to be executed and submitted with this bid. Bids received that fail to comply with these requirements shall not be considered for award.
- H. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.
- I. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period.
- J. **SPECIAL ACCOMMODATION:** Any person requiring a special accommodation at the bid opening because of a disability should call the person named in the Special Condition VV prior to the bid opening. If you are hearing or speech impaired, please contact the person named by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
- K. **MINIMUM ORDERS:** The School Food Service Department will state acceptable minimum orders for select items as noted in the bid. Where minimums are not stated, and if minimums are required, the bidder must state minimums not to exceed 1/12 of the estimated quantity. If minimums are required, the jobber will order the stated minimum. However, the jobber may choose to order larger quantities. Minimums must be stated in the minimum order quantity column. The School Food Service Department agrees to purchase minimum orders. The jobber shall guarantee to purchase quantities as directed by the School Food Service Department during the term of this bid. **Combining of individual line items to meet bidders required delivery amounts will not be accepted.**

L. **GUARANTEES:**

1. **BY PURCHASER**

QUANTITIES: The District is not obligated to place any given order for any amount subsequent to the award of this bid. The information contained herein is supplied only as an aid to the supplier in determining whether it will be able to supply the quantities which may be required by the District. During the term of the contract period, the District may order in excess of estimated quantities listed at prices awarded. Prior to stocking of items, successful bidder may call in order to ascertain the status of federal commodities. Federal commodity inventories are utilized prior to any estimated quantity stated or awarded on this bid.

2. **BY SUPPLIER: NON-DELIVERY:** All orders with suppliers for delivery of items shall be scheduled to arrive as requested by jobber. (Refer to Special Condition B, Delivery, page 3.)

3. **BY JOBBER:** During the term of this contract, the jobber shall comply with all requirements for each item specified and shall maintain sufficient inventories. Jobber shall maintain inventories in accordance with Special Condition B, Delivery, Page 3.

M. **QUALITY CONTROL:** The District reserves the right to utilize another "acceptable brand" if for some reason the item originally awarded is unavailable or manufacturer fails to maintain original ingredients or quality control.

N. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

O. **ACCEPTANCE SERVICE AND GRADING CERTIFICATES:** An item requiring USDA Inspection/-Acceptance Service, a USDC Continuous Inspection Program Service or a grade certificate will have a notation under the item specification on the Bid Summary Sheet portion of the bid.

When deemed necessary the School Food Service Department may require or request awarded items meet established Hazard Analysis and Critical Control Points (HACCP) requirements.

If required, each shipping case and grade certificate must be imprinted with the Official Stamped Seal of the required Inspection/Acceptance Service. Grade certificates shall be issued for required items to cover all shipments to the jobber. The USDA Grading and Stamping shall be completed at the Product Processing Plant when required, Destination Acceptance Service will be completed upon arrival, and all costs for these services shall be paid by the supplier.

It shall be the responsibility of the successful supplier to supply a copy of the appropriate certificate at time of delivery to the jobber.

MEAT - Institutional Meat Purchase Specifications (IMPS) are commonly used in school lunch purchasing and, insofar as practical, these numbers should show on wholesale cartons. If not, a packer must certify to the distributor and/or user that the product meets the IMP specifications.

POULTRY - Poultry products must be USDA Grade A for bidding purposes herein, except as indicated otherwise. The USDA grade must be identified by a shield on the carton.

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FISH - Raw fish as specified herein must bear the PUFI (Packed Under Federal Inspection) shield. Breaded products must bear either a PUFI or JUSDC (Department of Commerce) grade shield. Exceptions are as follows:

Raw fresh-water fish (i.e., catfish) which are not normally packed under federal inspection are exempt.

Packers of breaded fresh-water fish must provide a certificate to show that their breeding specifications conform to the requirements of the buyer's.

EGGS - All eggs shall meet standards established by the USDA and/or State of Florida Poultry Laws. Each box shall bear the USDA Inspection Shield or the Florida Department of Agriculture Inspection Shield. Each lot for delivery shall be inspected within 72 hours prior to delivery. Each case shall be securely sealed with tape.

FROZEN VEGETABLES - All frozen vegetables must meet or exceed official USDA standards for Grade B quality. Product which does not meet these criteria will be rejected and all costs to replace product will be at the expense of the bidder.

P. **FOOD PRODUCT PURCHASING CONDITIONS:**

RESPONSIBILITIES OF JOBBER:

1. Brand delivered shall be only those contained in specification and award.
2. The jobber will be responsible to the District for checking the grade certificate against the shipment.
3. The jobber is responsible for checking that each case bears the USDA or USDC stamp as specified.
4. The jobber is responsible for checking that dated product(s) will have normal shelf life as stated or required.
5. The jobber is responsible for storing frozen and refrigerated food items and other special items at appropriate storage temperatures.
6. The jobber is responsible for checking to insure that the product is as specified upon receipt.

Q. **NEW FOOD ITEMS/BRANDS:**

Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid should contact the Department of School Food Service for information concerning the submittal of samples:

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
DEPARTMENT OF SCHOOL FOOD SERVICE
ASSISTANT DIRECTOR
7061 GARDEN ROAD
RIVIERA BEACH, FLORIDA 33404
(561) 881-4650

Only the "approved brands" listed on this bid at the time it is mailed to the vendor will be considered for award purposes.

Alternate package sizes may be bid but the District reserves the right to reject.

The exact brand and pack size to be provided shall be indicated on the Bid Summary Sheet. Brands shall not be changed or substituted without documentation or proof that the product is being altered or discontinued from the manufacturer.

Payment of Samples: The District will buy no samples and will assume no cost incidental thereto.

- R. **PRE-PREPARED FOOD PRODUCTS:** Suppliers must submit the Child Nutrition (CN) label and a complete, legible and accurate nutrient label for all pre-prepared products with the bid.
- S. **MONO-SODIUM GLUTAMATE-MSG:** The District discourages the use of monosodium glutamate. The District reserves the right to award items that contain MSG. A complete, legible and accurate nutrient label for these items must be submitted with bid. Items containing MSG must be identified by line item number and School Food Services inventory number. **Please refer to the instructions in Special Condition W, Supplier Qualifications.**
- T. **PEANUTS, PEANUT PROTEIN OR PEANUT BY PRODUCTS:** The District discourages the use of products that contain peanuts, peanut protein or peanut by products (P/PBP). The District reserves the right to award items that contain peanuts, peanut protein or peanut by products. A complete, legible and accurate nutrient label for those items must be submitted with bid. Item containing same, must be identified by line item number, description and School Food Services inventory number. **Please refer to the instructions in Special Condition W, Supplier Qualifications.**
- U. **INVENTORY TRANSFER:** Upon termination of the contract for any reason whatsoever, the jobber has the obligation to transfer and deliver any inventory consigned to the Palm Beach County School District pursuant to the contract to the successor jobber. Any successor jobber shall honor all deliveries of inventory and costs thereof pursuant to this article.
- V. **ADDITIONAL TERMS:** Items not covered by a supplier bid that are requested for delivery, shall be delivered at cost plus the awarded jobber percentage mark-up. Cost shall be defined as "delivered to distributor's or jobber's warehouse" and shall include all freight related charges. Freight rates shall normally be in carload or truckload quantities of straight or mixed items, except for very small volume items. Costs shall be based on the "latest invoice" from the manufacturer, (prior to merchandise being delivered to the purchaser), or in stock. The District reserves the right to audit all freight bills directly from the freight carrier.
- W. **SUPPLIER QUALIFICATIONS:** Suppliers submitting prices on this bid must be in the mainstream of food industry commerce and provide satisfactory evidence that they are qualified as follows:
1. Suppliers shall have a large food service customer base so as to assure that ample supplies will be available at all times to accommodate, on short notice, fluctuations in demand. Vendors may be asked to provide evidence that the maximum supplies required by the District will not constitute more than 10% of the annual sales of each product bid. Annual sales documentation must be provided upon request of the District.

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2. Supplier or awarded vendor shall provide information to support the School District standards in the area of child nutrition. Suppliers shall supply complete, legible & accurate nutrient label information containing the following "Nutrition Facts" for each awarded item:

- Serving Size including the "base" weight
- Total Calories / Calories from fat
- Total Fat / Saturated Fat
- Protein
- Calcium
- Iron
- Vitamin A
- Vitamin C

Upon notification of award, the awarded vendor shall submit the proper nutrient label for each awarded item. The awarded vendor shall submit the information in ascending item number. Send in a manila envelope only to:

School District of Palm Beach County
Food Service Department
Attention: Assistant Director
7061 Garden Road
Riviera Beach, FL 33404

All information shall be received no later than 15 calendar days of the initial award.

On the worksheet provided (Attachment D) using **RED INK** or a **RED MARKER** only follow this example. (Please make copies of worksheet as needed.)

- | | | |
|----|--|-----------|
| 1. | PBCSFS Bid Item No.; for example | #1 |
| 2. | PBCSFS Inventory No.; for example | #1001 |
| 3. | Does product contain MSG? If answer is NO > | MSG (N) |
| 4. | Does product contain MSG? If answer is YES> | MSG (Y) |
| 5. | Having identified product containing MSG, the vendor must HIGHLIGHT MSG on the ingredient statement. | |
| 6. | Does product contain peanuts, peanut protein or peanut by-products? | |
| | If answer is NO > | P/PBP (N) |
| | If answer is YES> | P/PBP (Y) |
| 7. | Having identified product containing P/PBP, the vendor must HIGHLIGHT P/PBP on the ingredient statement. | |

The completed worksheet (Attachment D) shall be stapled only to the complete, legible and accurate nutrient label.

Failure to complete or return any of the above information shall result in rejecting the individual items.

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3. Vendors shall have a system in place that provides for quality control and the delivery of product at consistent and specified quality levels. Vendors shall have in place a system for safety and sanitation inspections assuring the delivery of product that is free from contamination and product degradation. If applicable, suppliers shall identify their coding procedure which clearly indicates packing dates and lot numbers. Items delivered to jobber will be rejected if packing dates are outside the acceptable shelf life. Furthermore, the District reserves the right to identify and reject on delivery certain unstable items which have shorter shelf spans.
4. If applicable, suppliers labeling program must provide a clean, clear label on each master carton which shows the current product identification, brand, and product code number. This same information must appear on invoices. Product identifications on carton labels must be clearly readable and cartons may not contain any other labels which are not common to the marketplace without prior approval by the District.
5. Suppliers shall have computerized capability to generate invoices to awarded jobber that include but, not limited to item description, quantity, pricing, brand and case packing. In addition, awarded supplier shall have the capabilities to provide computerized usage reports.
6. Suppliers facilities and truck fleets are subject to inspection and approval of District officials. Suppliers shall provide the foregoing information on request for consideration by School District officials. The decision of the District as to whether a supplier meets the foregoing qualifications is final.

X. **IMPORTANT - MATERIAL SAFETY DATA SHEET:** As per Florida Statutes, Chapter 442, Material Safety Data Sheets are required for materials ordered in this bid. Bidder must supply Materials Safety Data Sheets hereinafter referred to as MSDS within five days of request. Failure to supply a MSDS for the materials and hazardous mixtures to the Purchasing Department in allotted time will result in a temporary hold on the contract award letter until MSDS are received. All MSDS must conform to current OSHA format.

Y. **EDUCATIONAL FOOD SHOW:** It is anticipated that the Palm Beach County School District School Food Service Department will hold its annual "Educational Food Show" tentatively on January 15, 2002. The awarded vendors will be required to showcase awarded products at the selection of the Palm Beach County School Food Service Department. As deemed appropriate, the Palm Beach County School Food Service Department will also select **NEW** items/products to be showcased.

The awarded vendors will be responsible for all related costs, for example: samples, products, materials, personnel, etc. There will also be a minimum charge for the conference center and exhibit tables.

Upon notification of award, the School Food Service Department will inform the selected awarded vendors with regard to all related information to guarantee a successful food show.

- Z. **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD-1048 (1/92 – Attachment C) 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 prior to the bid opening 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 can not 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.
- AA. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders shall, in addition to any other obligation to indemnify the School District of Palm Beach County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 2. violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of the work; or
 3. liens, claims or actions made by the contractor of any subcontractor of other party performing the work.
- The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- Any costs or expenses, including attorney's fees, incurred by the School District of Palm Beach County to enforce this agreement shall be borne by the contractor.
- Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.
- BB. **JOBBER HOLD HARMLESS AGREEMENTS AND CERTIFICATES OF INSURANCE:** The Awarded Jobber has the right to protect itself from product liability and other insurance risks standard with its normal operating practices. The School District of Palm Beach County will require awarded vendors to comply with Jobber's Hold Harmless agreement and Certificate of Insurance Requirements (Attachment E and F).

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CC. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) 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. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

DD. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

EE. **INSPECTION AND READING OF BID:** As per Florida Statute 119.07(3)(o) the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision pursuant to S. 120.57(3) or within ten days after bid or proposal opening, whichever is earlier.

FF. **CORRECTIONS:** All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (white out) or any other method of correction. See General Condition 1, Execution of Bid, for acceptable means of correction.

GG. **POSSESSION OF FIREARMS / DRUG FREE WORKPLACE:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in General Condition 19, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

HH. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

II. **ORDERING PROCEDURE:**

Specific Items: After approval of contract award by the School Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which items / services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.

JJ. **PAYMENT TERMS:** The District's payment terms are net 30 days. Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered on a purchase order.
2. The receipt of a properly billed invoice in the Accounting Services Department.
3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School District MUST include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on our purchase order.
5. Line item total or extended price, minus bid discount as listed on our purchase order.
6. Name and address of the location where merchandise was delivered.
7. All original invoices must be mailed to Accounting Services/Accounts Payable as listed on the right top corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

KK. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder be granted a release from their bid or proposal more than one (1) time in a two (2) year period without penalty.

LL. **PUBLIC ENTITY CRIMES:** 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 for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder 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 State or Federal department/agency.

MM. **DEFAULT:** In the event that the awarded vendor should breach this contract, the Board reserves the right to seek all remedies in law and/or in equity.

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NN. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

OO. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the Board.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

PP. **MINORITY BUSINESS PARTICIPATION:** The School District of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County's Department of Equity Assurance, 3322 Forest Hill Boulevard, Suite C-323, West Palm Beach, FL 33406, or phone (561) 434-8508.

Contractors who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTING UTILIZATION REPORT (Form 1528) which can be obtained from the Department of Equity Assurance (address listed above). This form will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the School District of Palm Beach County's Department of Equity Assurance. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the School District of Palm Beach County or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

The School District of Palm Beach County does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

QQ. **LOBBYING:** BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS BID UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE PURCHASING DEPARTMENT. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

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LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

ANY BIDDER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF BIDDER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID BID.

RR. **DELIVERY OF BIDS:** When hand delivering your bid, bidders must follow the School District's security access procedures. The procedures are as follows:

- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Sign-in at the front desk and receive visitor's pass.
- D. Proceed to the Purchasing Department located in A-Wing, Third Floor, Room A-323.
- E. Present bid to the Purchasing receptionist for official date/time stamping.

BIDDERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR BID TO THE PURCHASING DEPARTMENT, ROOM A-323, A-WING, THIRD FLOOR, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE BID.

SS. **POSTING OF BID AND SPECIFICATIONS:** Invitation to bid with specifications will be posted for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406, on the date of bid mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

TT. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted in the Purchasing Department for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on October 10, 2001 at 3:00 p.m., and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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- UU. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section QQ, Lobbying, Paragraph 3, of this proposal and School Board Policy 6.14.

Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

- VV. **INFORMATION:** Any questions by the prospective bidders concerning this invitation to bid should be addressed to Robert Bruno, Purchasing Agent, Purchasing Department (561-434-8209), 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 Mr. Bruno nor any employee of the District 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. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by written addendum.

BID SUMMARY SHEET

FROZEN, REFRIGERATED, GROCERY, DRY GOODS, PAPER SUPPLIES AND FOOD SERVICE RELATED ACCESSORIES: SPECIFICATIONS

It is only necessary for the vendor to return the executed Invitation to Bid Sheet (yellow sheet) and the pages from the bid Summary Sheet for items on which you wish to bid. Failure to return these pages will cause rejection of bid.

NOTE: Suppliers shall state one brand only, grade (where applicable), count per case and portion size. Failure to do so may result in rejection of bid. **Unit prices shall only be carried out four decimal places.** It is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid and reflects a grand total per group in the space provided on the Bid Summary Sheet in order to have a bid considered.

For information purposes, the recommended vendor for the Jobber for frozen, refrigerated, grocery, dry goods, paper products and food service related accessories for School Food Service will be **SYSCO Food Services of Southeast Florida, Inc.**

***Commodities may affect the usage of the starred items listed in the Inventory Number column. All inclusive categories must be bid with the same manufacturer. For example, line item 4 (A-B inclusive) will be awarded to one manufacturer only.**

ITEM NO.	ITEM AND DESCRIPTION	INVENTORY NUMBER	MINIMUM ORDER QUANTITY	ESTIMATED QUANTITIES	CASE/CONTAINER PRICE	UNIT PRICE
	MEATS					
1.	BACON; ends and pieces; packed not to exceed 10 lbs. Per box. Brand: _____; UPC: _____; Count per case & portion size: _____.	1057		4,000 lbs.	\$ _____ case	\$ _____ lb.
2.	Bacon; Layout pack, 18-22 slices per lb., 15 lbs./ cs. Preferred. Brand: _____; Grade: _____; UPC: _____; Count per case & portion size: _____; SYSCO CLASSIC or acceptable equal	1064		2000 lbs.	\$ _____ case	\$ _____ lb.
3.	BEEF; bulk; from select cut of beef, no variety meat or TVP added; US Grade Standard USDA; USDA inspected only. 20% total fat content; delivered FROZEN; packed in 10# logs only; case weight not to exceed 30#; *IMP #136. Brand: _____; Grade: _____; UPC: _____; Count per case & portion size: _____.	1055 *		5,500 lbs.	\$ _____ case	\$ _____ lb.

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ITEM NO.	ITEM AND DESCRIPTION	INVENTORY NUMBER	MINIMUM ORDER QUANTITY	ESTIMATED QUANTITIES	CASE/CONTAINER PRICE	UNIT PRICE
4.	<p>The School Food Service Department of Palm Beach County reserves the right to negotiate the price, case weight, and quantity of case product for the purpose of commodity processing. The commodity processed items listed below will not contain an estimated quantity. The SFS Dept. and the awarded vendor will discuss the details of processing upon notification of award for the commercial product and notification of availability of donated product. There is no guarantee that the SFS Dept. will process any products, however, if product is processed it will significantly affect the estimated quantity of the commercial product. Please do not fill in the case price or the pound price for the commodity processed product for it will not be included in the award.</p> <p>A. BEEF; Patty, Made from beef. Not to contain more than 20% hydrated soy protein. Patties are to have a homemade or hand-pattied appearance. Patties are to be fully cooked and flame broiled with natural char marks. No painted on char marks. Patties are to be irregular shaped, round to oval. Must be a minimum of a 2.4 oz. patty to provide a 2.0 oz. M/MMA.</p> <p>Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ JOHN SOULES FOODS #13315, PIERRE #3871 CN</p> <p>COMMODITY PROCESSED FLAME BROILED BEEF PATTY Like product as 4A. Case Size 20 Lbs. Minimum Brand: _____ Grade: _____ UPC: _____ Case wt. _____ Count/Size _____ Portions _____ JOHN SOULES FOODS #13315-2, PIERRE #3771</p> <p>B. SALISBURY STEAK; Made from beef. Patties are to be fully cooked and flame broiled with natural char marks. No painted on char marks. Must be a minimum of a 2.6 oz. patty to provide a minimum of 2.0 oz. M/MMA.</p> <p>Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ JOHN SOULES FOODS #13330, PIERRE #3821</p> <p>COMMODITY PROCESSED SALISBURY STEAK Like product as 4B. Case Size 20 Lbs. Minimum Brand: _____ Grade: _____ UPC: _____ Case wt. _____ Count/Size _____ Portions _____ JOHN SOULES FOODS #13330-2, PIERRE #3720</p> <p>TOTAL ITEMS A-B INCLUSIVE: \$ _____ lb.</p>	1054 *		200,000 lbs.	\$ _____ case	A. \$ _____ lb.
		8064		NA	\$ _____ case	\$ _____ lb
		1065*		100,000 lbs	\$ _____ case	B. \$ _____ lb
		8066		NA	\$ _____ case	\$ _____ lb.

INVITATION TO BID NO. 02C-14R

ITEM NO.	ITEM AND DESCRIPTION	INVENTORY NUMBER	MINIMUM ORDER QUANTITY	ESTIMATED QUANTITIES	CASE/CONTAINER PRICE	UNIT PRICE
5.	BEEF, ROAST; must be natural muscle only, top round, wet packed, no more than 30% water added. No more than 20% of calories from fat, 2/8-12lb. Well done. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____	1004 *		1,500 lbs.	\$ _____ case	\$ _____ lb.
6.	CHICKEN CORN DOG; 2 oz. Chicken frank, 2 oz. Batter, CN label, each 4 oz. Portion to provide 2 oz. Meat or meat alternative and 2 servings of bread. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ FOSTER FARMS #96103, STATE FAIR SF-5488	1047		275,000 lbs.	\$ _____ case	\$ _____ lb.
7.	CHICKEN BREAST; Boneless, Skinless, 5 oz Single Lobe, Marinated in a solution of water, salt and sodium phosphate. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ SYSCO RELIANCE or acceptable equal	1066		3600 lbs.	\$ _____ case	\$ _____ lb.
8.	The School Food Service Department of Palm Beach County reserves the right to negotiate the price, case weight, and quantity of case product for the purpose of commodity processing. The commodity processed items listed below will not contain an estimated quantity. The SFS Dept. and the awarded vendor will discuss the details of processing upon notification of award for the commercial product and notification of availability of donated product. There is no guarantee that the SFS Dept. will process any products, however, if product is processed it will significantly affect the estimated quantity of the commercial product. Please do not fill in the case price or the pound price for the commodity processed product for it will not be included in the award. A. CHICKEN; Nugget, breaded, IQF, Breast with rib meat. Fully cooked. 5 nuggets to yield 2.0 oz. M/MMA. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ ZARTIC #63365CN, GOLD KIST INC. #6111 COMMODITY PROCESSED CHICKEN NUGGET Like product as 8A. Case Size 20 Lbs. Minimum. Brand: _____ Grade: _____ UPC: _____ Case wt. _____ Count/Size _____ Portions _____ ZARTIC #63365DF, GOLD KIST INC. #6131	1063*		200,000 lbs.	\$ _____ case A. \$ _____ lb.	\$ _____ lb.
		8112		NA	\$ _____ case	\$ _____ lb.

INVITATION TO BID NO. 02C-14R

ITEM NO.	ITEM AND DESCRIPTION	INVENTORY NUMBER	MINIMUM ORDER QUANTITY	ESTIMATED QUANTITIES	CASE/CONTAINER PRICE	UNIT PRICE
	<p>B. CHICKEN; PATTY, Breaded, Round shape, IQF. Breast with rib meat. Fully Cooked. 1 Patty to yield 2.0 oz. M/MA, and one bread serving.</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #63330CN, GOLD KIST INC. #6611</p> <p>COMMODITY PROCESSED CHICKEN PATTY</p> <p>Like product as 8B. Case Size 20 Lbs. Minimum</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #63330DF, GOLD KIST INC. #6631</p>	1006*		185,000 lbs.	\$ _____ case	B. \$ _____ lb
	<p>C. CHICKEN; ROASTED 8 CUT, Fully cooked seasoned roasted chicken portion, 8-way-cut style. IQF. Golden browned.</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #65536, GOLD KIST INC. #8810</p> <p>COMMODITY PROCESSED ROASTED CHICKEN</p> <p>Like product as 8C. Case Size 30 Lbs. Minimum</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #65536DF, GOLD KIST INC. #8810C</p>	8113		NA	\$ _____ case	\$ _____ lb
	<p>D. CHICKEN; BREADED 8 CUT, Fully cooked breaded chicken portion, 8-way-cut style, seasoned and lightly breaded.</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #65147, GOLD KIST INC. #3700</p> <p>COMMODITY PROCESSED BREADED CHICKEN</p> <p>Like product as 8D. Case Size 35 Lbs. Minimum</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #65147DF, GOLD KIST INC. #7800</p>	1067*		NA	\$ _____ case	C. \$ _____ lb
	<p>E. CHICKEN; WINGS, Buffalo style, fully cooked, 1st & 2nd wing portions, and oven baked. IQF and packaged.</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #64820, GOLD KIST INC. #8086</p>	8114		NA	\$ _____ case	\$ _____ lb
	<p>F. CHICKEN; WINGS, Buffalo style, fully cooked, 1st & 2nd wing portions, and oven baked. IQF and packaged.</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #64820, GOLD KIST INC. #8086</p>	1068*		NA	\$ _____ case	D. \$ _____ lb
	<p>G. CHICKEN; WINGS, Buffalo style, fully cooked, 1st & 2nd wing portions, and oven baked. IQF and packaged.</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #64820, GOLD KIST INC. #8086</p>	8116		NA	\$ _____ case	\$ _____ lb
	<p>H. CHICKEN; WINGS, Buffalo style, fully cooked, 1st & 2nd wing portions, and oven baked. IQF and packaged.</p> <p>Brand: _____ Grade: _____ UPC: _____</p> <p>Case wt. _____ Count/Size _____ Portions _____</p> <p>ZARTIC #64820, GOLD KIST INC. #8086</p>	1069*		NA	\$ _____ case	E. \$ _____ lb

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	<p>COMMODITY PROCESSED CHICKEN WINGS Like product as 8E. Case Size 20 Lbs. Minimum Brand: _____ Grade: _____ UPC: _____ Case wt. _____ Count/Size _____ Portions _____ ZARTIC #64820DF, GOLD KIST INC.</p> <p>TOTAL ITEMS A-E INCLUSIVE: \$ _____ lb</p>	8117		NA	\$ _____ case	\$ _____ lb
9.	<p>CHICKEN: Breaded Breast Fillet, fully cooked, seasoned breaded chicken breast with rib meat. Shaped into portions, IQF and packaged. Brand: _____ Grade: _____ UPC: _____ Case wt. _____ Count/Size _____ Portions _____ ZARTIC #60944, GOLD KIST INC. #7018</p>	1070*		NA	\$ _____ case	\$ _____ lb
10.	<p>CHICKEN: Crispy Breaded Patty, fully cooked, 100/3oz. IQF, no MSG, chicken breast with rib meat, may not be mechanically de-boned, all chicken must pass through an X-ray foreign object detector, VPP may not be used to replace more than 20% of the meat/meat alternate as per 7-CFR210, breaded must contain oat bran, product must pass through a metal detector capable of detecting 2.0 mm of non-ferrous metal before packaging, each package must contain 100 pre-printed foil sandwich wrappers. Brand: _____ Grade: _____ UPC: _____ Case wt. _____ Count/Size _____ Portions _____ PIERRE 1979</p>	1102		30,000 lbs	\$ _____ case	\$ _____ lb.
11.	<p>CHICKEN: Spicy Breaded Patty, fully cooked, 75/3oz. IQF, no MSG, chicken breast with rib meat, may not be mechanically de-boned, all chicken must pass through an X-ray foreign object detector, VPP may not be used to replace more than 20% of the meat/meat alternate as per 7-CFR210, product must pass through a metal detector capable of detecting 2.0 mm of non-ferrous metal before packaging, each package must contain 75 pre-printed foil sandwich wrappers. Brand: _____ Grade: _____ UPC: _____ Case wt. _____ Count/Size _____ Portions _____ PIERRE 1967</p>	1103		30,000 lbs	\$ _____ case	\$ _____ lb.

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ITEM NO.	ITEM AND DESCRIPTION	INVENTORY NUMBER	MINIMUM ORDER QUANTITY	ESTIMATED QUANTITIES	CASE/CONTAINER PRICE	UNIT PRICE
12.	FISH; Precooked Alaskan Pollack, Each stick shall be covered in a crunchy potato stick coating. Three or four sticks must provide 2 oz. meat/ meat alternate and minimum of 1.25 bread serving. Must be CN labeled. Brand: _____ Grade: _____ UPC: _____ Count per case: _____ Number of sticks to equal CN portion size: _____ VIKING 06-591, FRIONOR 53133	1071		15,000 lbs.	\$ _____ case	Price based on a CN portion: \$ _____
13.	A. FISH; Rainbow Treasures; 1 oz. Minced Rainbow Trout Portions in Whale, Shark, and Trout shapes. 4 pieces = 2 oz. meat equivalent and 1.5 bread servings. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ CLEAR SPRINGS FOODS 08893 B. FISH; square; Rainbow Trout, breaded; pre-cooked; USDC Grade A; FROZEN; approx. 3.7 oz. Portion; yield 2 oz. Meat equivalent, 10#/case. HACCP Certified. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ CLEAR SPRINGS FOODS 08888 TOTAL ITEM A-B INCLUSIVE: \$ _____ lb	1052		23,000 lbs.	\$ _____ case	A. \$ _____ lb B. \$ _____ lb
14.	HOT DOGS; 8/1; 6" length. Fully cooked, skinless frankfurter made from fresh turkey and beef. No MSG. Fat content not to exceed 8 grams per 2 oz. serving. Turkey and Beef must be of high quality (no partially defatted beef tissue or organ meat accepted.) Isolated soy protein must be vitamin and mineral fortified and must meet FNS Regulations for use in Child Nutrition Programs. Each frankfurter shall provide a 2 oz. serving of meat/meat alternate protein. Each frankfurter shall not exceed 25 mgms. of cholesterol or 470 mgms. of sodium. Processing facility shall be HACCP approved. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ BERKS 1790, FARMLAND 813957	1036		130,000 lbs.	\$ _____ case	\$ _____ lb.

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15.	PORK; rib shaped pattie, reduced fat, barbeque sauce added, CN label, Fully Cooked, minimum 2.5 oz., provides 2 oz. Meat or meat alternative. All products must pass through a metal detector before packaging. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ PIERRE 1805CN, ADVANCE 44-531-15	1040		6,000 lbs.	\$ _____ case	\$ _____ lb.
16.	PORK; Flame Broiled Pork Rib-B-Q with Sandwich Wrappers included. The average fully cooked portion weight in each case must be 2.50 oz. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ PIERRE 1862	1056		4,000 lbs	\$ _____ case	\$ _____ lb.
17.	SHRIMP; Popcorn, Louisiana Style. 75-100/pound. 5/2# case. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ SEAPAK 40932	1072		4500 lbs.	\$ _____ case	\$ _____ lb.
18.	SAUSAGE, ITALIAN; continuous link, mild, 10 lbs./case. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____	1012		1,000 lbs.	\$ _____ case	\$ _____ lb.
19.	STEAK; Philly Style, IQF, Fully Cooked, CN. Product contains ground beef (no more than 20% fat). No fillers added. 2.84 oz. provides 2 oz. meat equivalent. Pre-chopped and placed in 5lb. Boil bags for reheating. 6/5# bags. Shelf life 180 days from pack date. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ ALLIED STEAK BSWP99D	1073		8000 lbs.	\$ _____ case	\$ _____ lb.
DAIRY PRODUCTS						
20.	CHEESE, Imitation, Mozzarella blend 90/10, shredded, packed 4/5#, Product shall have a creamy white color with a mild flavor. Cheese must be of firm body with a smooth texture in a salad-shredded form. Fat content 20%. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ AC HUMKO UNIQUE #85377 or acceptable equal	1050*		900 lbs.	\$ _____ case	\$ _____ lb.

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21.	<p>A. EGG; Grilled Patties, 240/1.25 oz. ea. CN labeled. Fully cooked. Oven baked and lightly grilled appearance. IQF. Must provide 1.00 oz. equivalent meat alternate per pattie. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ SUNNY FRESH 40700 or acceptable equal.</p> <p>B. EGGS; Frozen whole eggs, with citric. 6/5# cartons only. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ GOLDEN NATURE 10080 or acceptable equal.</p> <p style="text-align: right;">TOTAL ITEM A-B INCLUSIVE: \$ _____ ea.</p>	<p>1059*</p> <p>1061*</p>		<p>1500 cs.</p> <p>1600 cs.</p>	<p>\$ _____ case</p> <p>\$ _____ case</p>	<p>A. \$ _____ ea.</p> <p>B. \$ _____ ea.</p>
	FROZEN AND REFRIGERATED					
22.	<p>BAGELS; frozen, sliced, 2.3 oz. Each, plain; 72 per case. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ LENDERS, O'PELL/BAGEL LAND.</p>	3427		400 cs.	\$ _____ case	\$ _____ ea.
23.	<p>BAGELS; frozen, sliced, 2.3 oz. Each; Cinnamon Raisin only. 72 per case. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ LENDERS, O'PELLE/BAGEL LAND.</p>	3423		350 cs.	\$ _____ case	\$ _____ ea.
24.	<p>BISQUITS; heat and serve, weighing 1to 1.4 oz. minimum. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ BRIDGEFORD, PILLSBURY, RICH'S, PIERRE, BAKERY CHEF</p>	3301		1,100 cs.	\$ _____ case	\$ _____ ea.
25.	<p>BISQUIT; Heat & Serve, Fully cooked, must contain buttermilk, must provide 2-USDA grain/bread credits. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ PIERRE 102910 or BAKERY CHEF 43400</p>	3312		600 cs.	\$ _____ case	\$ _____ ea.

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ITEM NO.	ITEM AND DESCRIPTION	INVENTORY NUMBER	MINIMUM ORDER QUANTITY	ESTIMATED QUANTITIES	CASE/CONTAINER PRICE	UNIT PRICE
26.	BISQUIT; Heat & Serve, Cinnamon, Fully cooked, must contain buttermilk, must provide 2-USDA grain/bread credits. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ PIERRE 102915	3313		900 cs.	\$ _____ case	\$ _____ ea
27.	BREAD, FRENCH; frozen, par-baked, 24/8 oz. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ PENNANT, RICH'S, OR Acceptable Equal.	3460		200 cs.	\$ _____ case	\$ _____ ea.
28.	BROWNIES; Half sheet pan; resealable raised lid; Double chocolate and frosted, must include portion-cutting guide. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ OTIS SPUNKMEYER	3412		900 cs.	\$ _____ case	\$ _____ ea.
29.	CHEESE STICKS, Mozzarella; packed 8 1/5 lbs.; avg. ct.: 20/lb – 30/pkg. Three sticks must equal 1 oz. Cheese and 1 bread credit. Product must be bakeable. Product must be packed in 1-1/2 lb.-printed rollstock with UPC and nutritional labeling. Must include Ala Carte packaging. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ FARM RICH #65215	3383		600 cs.	\$ _____ case	\$ _____ ea.
30.	COCOONUT; sweetened; medium shred; 10#. (refrigerated). Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____	3309		500 lbs.	\$ _____ box	\$ _____ lb.
31.	COOKIE DOUGH, uncooked, frozen, butter/margarine blend, ready-to-bake, pre-formed, individual pieces weighing a minimum of 1.3 oz. each. To include cookie bags and pickup tissues, as needed. Varieties to include butter sugar (.75 bs) 58804, chocolate chip (.75 bs) 58800, white chocolate macadamia nut (.5 bs) 58807, double chocolate chip (.5 bs) 58801, and turtle (.5 bs) 58810, carnival (.75bs) Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ OTIS SPUNKMEYER SWEET DISCOVERY	3414		6,000 cs.	\$ _____ case	\$ _____ ea.

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32.	COOKIES; 320/1.0 oz. per case. , uncooked, frozen, shortening/margarine blend, ready-to-bake. a. Butter sugar 58104 b. Carnival 58108 c. Chocolate chip 58100 d. Oatmeal raisin 58103 e. Peanut butter 58105 f. Ranger 58113 Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ OTIS SPUNKMEYER VALUE ZONE	3100		2200 cs.	\$ _____ case	\$ _____ ea.
33.	DANISH, Mixed Types; frozen, first quality only, 3.6 oz. - 4 oz. Portions, individually wrapped. a. Apple b. Cherry Cheese c. Cinnamon Raisin Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ CLOVERHILL, AWREYS, SARA LEE, BAKERCRAFTERS, HADLEY FARMS	3389		3,500 cs.	\$ _____ case	\$ _____ ea.
34.	DONUT; Honey Wheat, 100% Natural, Fortified with Minerals, Vitamins and Protein. Must provide minimum of 2 bread credits. 80/3 Oz. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ SUPER BAKERY 9398	3314		1200 cs.	\$ _____ case	\$ _____ ea.
35.	FRENCH TOAST STICKS; original flavor thick cut, 10 lbs. per case, 1 or 2 sticks must equal (1) bread requirement. Unit price to be based on 1 bread equiv., # sticks _____ to provide one bread credit. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ FARM RICH 67411, or MRS. BUTTER-WORTHS 46011	3366		3200 cs.	\$ _____ case	Cost must be equal to (1) bread credit. \$ _____ ea.
36.	HONEY BUN, 80 – 2.75 oz. Frozen, individually labeled honey buns. Thaw and serve. Must meet 2 servings bread/bread alternate. Brand: _____ Grade: _____ UPC: _____ Count per case & portion size: _____ SUPER BAKERY #6012	3399		1200 cs.	\$ _____ case	\$ _____ ea.