

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

Scott R. Muri, Ed.D. Superintendent of Schools

PURCHASING DEPARTMENT

1031 Witte Road, Building T-1A, Houston, Texas 77055-6016

Phone 713.251.1100 Fax 713.251.1115

Date: 04/07/2017

NOTICE TO PROPOSERS

The SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as SBISD, is accepting sealed proposals as specified in this document. Sealed proposals will be received at the office of the Director of Purchasing, SBISD, 1031 Witte Road, Building T-1A, Houston, Texas 77055-6016 until:

May 09, 2017 @ 1:30 PM

for

**ANNUAL CONTRACT FOR GENERAL
& FULL SERVICE FOOD DISTRIBUTION**

Proposals will be publicly opened and read immediately following the deadline for receiving the proposals at 1031 Witte Road, Building T-1A. Any questions pertaining to the proposal procedure should be addressed to the Bid Specialist at (713) 251-1137. Any questions pertaining to the proposal specifications should be directed to Monica Landaeta, at (713) 251-1101

PROPOSAL ENVELOPES SHALL BE PLAINLY MARKED

SEALED PROPOSAL FOR:

PROPOSAL NO. 11597

ANNUAL CONTRACT FOR GENERAL & FULL SERVICE FOOD DISTRIBUTION

DO NOT OPEN UNTIL: May 09, 2017 @ 1:30 PM

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. Late responses will not be accepted in any form or fashion.

The evaluation criteria specified herein will be used to determine which of the proposals provide the best quality for SBISD at the most economical cost. SBISD reserves the right to request post-proposal modifications, including best and final offers. SBISD reserves the right to accept or reject any or all proposals, to waive all technicalities (informalities), and to accept the proposal(s) that is determined to be the most favorable to SBISD. Recognizing that there are important considerations other than price, SBISD may not necessarily award to the lowest Proposer.

Proposals must be effective for ninety (90) days following deadline for the receipt of proposals.

TABLE OF CONTENTS

1.0	Notice of Intent
2.0	Scope of Proposal
3.0	General Terms and Conditions
4.0	Special Terms and Conditions
5.0	Contract Terms and Conditions
6.0	Evaluation and Award of Proposal(s)
7.0	Specifications
8.0	Proposal Form/Submissions
9.0	References
10.0	Felony Conviction Notice
11.0	Certificate of Residency
12.0	Conflict of Interest Questionnaire
13.0	Debarment or Suspension Signature Form
14.0	Non-Collusion Statement
15.0	Deviation/Compliance Signature Form
16.0	Historically Underutilized Business Questionnaire
17.0	Signature Form
18.0	Specifications and Proposal Form

1.0 NOTICE OF INTENT

It is the intent of Spring Branch Independent School District (SBISD) to award one or more contract(s) as a result of this **ANNUAL CONTRACT FOR GENERAL & FULL SERVICE FOOD DISTRIBUTION**. Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFP, including **Section 2.0 Scope of Proposal**. Product(s) and/or services shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

1.1.0 The initial base term of the prospective contract is a period of one calendar year.

1.2.0 In this RFP and in the Contract, the following terms shall mean as follows:

- 1.2.1 "SBISD"** means the Spring Branch Independent School District, a Harris county school district established under the laws of the State of Texas; 955 Campbell Road., Houston, Texas 77024.
- 1.2.2 "Vendor(s)"** means the proposer(s) responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by SBISD. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.
- 1.2.3 "Contract"** means the contract terms and conditions in Section 5.0 Contract Terms and Conditions, as further defined in the Entire Agreement provision of Section 5.0.
- 1.2.4 "Best Value"** means the method by which a proposal/contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s)/service(s), and price, as detailed in **Section 6.0 Evaluation and Award**.
- 1.2.5 "Purchase Order or PO"** means the SBISD purchase order issued to vendor(s). Special terms and conditions agreed to by the Vendor and SBISD may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, warranty, etc.
- 1.2.6 "Regular Hours"** means the hours between 7 a.m. and 5 p.m. Monday thru Friday, excluding the following holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

2.0 SCOPE OF PROPOSAL

It is the intention of the Spring Branch Independent School District to establish an:
“ANNUAL CONTRACT FOR GENERAL & FULL SERVICE FOOD DISTRIBUTION”

SBISD is interested in receiving competitive pricing on all items in proposals. SBISD places significant value on quality vendors and also desires to keep Proposer's supplies of materials, equipment and/or services to solicit for quality goods and services.

The contract shall be for a period of one (1) year, July 1, 2017 through June 30, 2018, with the option to renew annually up to an additional two (2) years if the renewal is agreed to, in writing, by both parties.

The General Food and Full Service Food Distribution has been grouped by the following categories:

GROUP	TYPE OF GROUP (Item Numbers)
A	Bakery & Spices (1-49)
B	Beverages (50-62)
C	Cereal, Grains & Chips (63-132)
D	Meat & Meat Alternatives (202-288)
E	Condiments (133-186)
F	Vegetables (358-403)
G	Fruits (187-201)
H	Paper & Chemicals (304-357)
I	Miscellaneous (289-303)

Samples requested, submitted, evaluated and approved by the Director of Child Nutrition Services or designee throughout the school year for District usage will be added as a part of this contract under the same terms and conditions. Estimated quantities will be provided for a negotiated price by Offerors.

Multiple deliveries shall be required. Product shall be distributed by one full-service major distributor.

ADDENDA TO RFP. SBISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. Please acknowledge receipt of Addenda on Signature Page (86).

All questions must be received in writing by the Director of Purchasing via fax (713) 251-1115 or e-mail questions to monica.landaetacaldern@springbranchisd.com no later than noon on 04/24/2017. No addenda will be issued later than 05/01/2017, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

ANNUAL RENEWABLE CLAUSE, The contract shall be for a period of three (3) years. The first year of contract shall be from July 01, 2017 thru June 30, 2018 with the option to renew annually up to an additional two (2) years, providing any subsequent renewal is agreed to in writing by both parties. In the event the proposal expires before a mutually agreed written and approved contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual written agreement.

NO PRE-PROPOSAL CONFERENCE

INSTRUCTIONS TO PROPOSERS

1. **An original and two (2) copies of the Proposal**, typewritten or printed/written in ink, must be submitted. Vendor's response to this Request for Proposal must be sealed and properly labeled on the OUTSIDE of the envelope as follows:

Director of Purchasing
Spring Branch Independent School District
1031 Witte Road, Building T-1A
Houston, Texas 77055-6016

Sealed Proposal for:
"ANNUAL CONTRACT FOR GENERAL & FULL SERVICE FOOD DISTRIBUTION"

Do Not Open until 05/09/2017 @ 1:30 PM

2. The Proposer shall provide their full company name and address on the envelope.
3. Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. Late responses will not be accepted in any form or fashion.

4. **DESCRIPTION OF SBISD**

SBISD consists of twenty-six (26) elementary schools, seven (7) middle schools, five (5) high schools, one (1) science center, one (1) career center and various support facilities. SBISD has approximately 32,000 students and 4,500 employees. SBISD operates 4,836,120 gross square feet of educational facilities located within a 43 square mile area.

In order to receive any addenda or clarifications that may be issued for this proposal, all prospective proposers must send an E-mail to monica.landaetacalderon@springbranchisd.com. Please state your name, company name, street address, phone number, fax number, e-mail address and Bid/Proposal number in your message.

Bidders/Proposers may download **current Bids & Proposals** documents from SBISD website: <http://cms.springbranchisd.com/skin2/Home/Departments/IS/Purchasing/BidsandProposals/tabid/24436/Default.aspx>

3.0 GENERAL TERMS AND CONDITIONS

- 3.1.0 APPLICABILITY.** These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms issued herewith.
- 3.2.0 WITHDRAWAL OF PROPOSALS** will not be allowed for a period of 90 days following the proposal opening.
- 3.3.0 SPECIFICATIONS** may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured products.
- 3.3.1 DISTRICT SPECIFICATIONS** have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.
- 3.3.2 MANUFACTURER'S SPECIFICATIONS (DESIGN GUIDE).** Whenever an article in this proposal is defined by description as either a proprietary product or by using the name of a manufacturer, the Proposer is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term "equivalent, alternate or equal" is not inserted it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.
- 3.4.0 QUESTIONS** concerning this proposal shall be addressed to the Director of Purchasing/designee.
- 3.5.0 PROPOSALS SHALL BE SUBMITTED ON THESE FORMS.** Deviations to any Conditions and/or Specifications shall be conspicuously noted in writing by the Proposer and shall be included with the proposal.
- 3.6.0 SEALED PROPOSALS ONLY ARE ACCEPTABLE. FAXED PROPOSALS** will not be accepted by SBISD since the fax process does not provide for the delivery of a sealed proposal.
- 3.7.0 REQUIRED ADDENDA** will be posted online and issued by SBISD's Purchasing Department to all those known to have received a complete set of proposal documents.
- 3.8.0 QUANTITIES REQUIRED** are substantially correct. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.
- 3.9.0 DELIVERIES** required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments designated on the purchase order to the SBISD Central Warehouse, delivery hours are 7:00 a.m. to 3:00 p.m. NO DELIVERIES WILL BE ACCEPTED AFTER 3:00 P.M.
- 3.10.0 WARRANTY CONDITIONS** for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing.
- 3.11.0 SAMPLES**, when called for, shall be submitted with the proposal per instructions set forth in the Special Terms and Conditions.
- 3.11.1 ADDITIONAL SAMPLES** needed for a proposal to be evaluated properly shall be delivered within (5) working days from the time the vendor is notified by the Purchasing Department.
- 3.11.2 SAMPLE ITEMS** from the successful Proposer may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.

GENERAL TERMS AND CONDITIONS, continued

3.12.0 THOSE WHO DO NOT PROPOSE are requested to notify the SBISD Purchasing Department in writing if they wish to receive future proposals. Failure to do so **may** result in their being deleted from our prospective Proposer list.

3.13.0 EVALUATION OF PROPOSALS takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service, safety record, and date of proposed delivery and placement. It is not the policy of SBISD to purchase on the basis of low proposals alone. **(See 6.0 Evaluation and Award of Proposal(s))**

3.14.0 DISCLOSURES. By signing this proposal, a Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

3.14.1 PROPOSER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the proposal. **(See Section 13)**

3.14.2 By signing this proposal, a Proposer affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Proposers in the award of this proposal.

3.15.0 NON-APPROPRIATION OF FUNDS. The term of this Contract is a commitment of SBISD's current revenue only. If funding for the continuance of the services required under the Contract is withdrawn, SBISD reserves the right to terminate this Contract in accordance with its funding out clause.

FUNDING OUT CLAUSE. Any contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only:

1. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. The contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract.

3.16.0 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200). When SBISD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR").

3.16.1 All Vendors awarded a contract under this proposal must complete the SBISD EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific SBISD purchases using federal grant funds.

3.16.2 This information will be made available to the District for its use while considering their purchasing options when using federal grant funds.

3.17.0 DISQUALIFICATION

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

GENERAL TERMS AND CONDITIONS, continued**3.18.0 NON-COLLUSION STATEMENT**

Vendors are required to certify a Non-Collusion Statement. Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against SBISD or any person interested in the proposed contract, and that all statements in said proposal are true.

3.19.0 OPEN RECORDS POLICY

SBISD is a governmental entity subject to the Texas Public Information Act. Proposals submitted to SBISD as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. SBISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

3.20.0 RESPONSIBLE VENDOR

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.21.0 SUPPLIER DIVERSITY PROGRAM

SBISD will use its best efforts to encourage small, minority and women-owned businesses to participate in current and future purchasing of all goods and services. Any business wishing to be identified by SBISD as a small, women-owned or minority business shall be certified as such either by the State of Texas or Texas Local Government which conducts a certification or by self-certification.

3.22.0 RESPONSIVE PROPOSAL

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

3.23.0 CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049).

If any of the information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

3.24.0 DEBARMENT AND SUSPENSION. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services. Vendors receiving awards of contracts all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

GENERAL TERMS AND CONDITIONS, continued

3.25.0 ENERGY EFFICIENT REQUIREMENTS. Spring Branch Independent School District is committed to enhancing the learning environment, and to National, State and Local energy conservation and reliability goals. Design professionals should consider including innovative features of high performance/sustainable/green schools as defined by the Sustainable Building Industry Council as facilities that are healthy and productive for students and teachers (acoustic, thermal, and visual comfort; natural daylight; superior indoor air quality; safe and secure); cost effective (optimized energy performance, life cycle approach to costs of ownership, and a commissioning process); and sustainable (energy conservation; high-performance mechanical and lighting systems; environmentally preferable materials; and water-efficient design).

3.26.0 SEXUAL AND VERBAL HARASSMENT. The policies of SBISD, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned. Vendors and contractors are required to exercise control over their employees, agents and subcontractors so as to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees or subcontractors may be immediately removed from the project site and from SBISD premises.

3.27.0 DEFAULT CONDITIONS: If the supplier breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, SBISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five (5) days written notice to the supplier.

SBISD will then be relieved of all obligations, except to pay the value of the supplier's prior performance (at a cost not exceeding the contract rate). The supplier will be liable to SBISD for all costs exceeding the contract price that SBISD incurs in completing or procuring the service as described in the proposal. SBISD's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

3.28.0 IRS W-9: To receive payment under this Contract, Vendor (approved) shall have a current I.R.S Tax Identification Number and W-9 Form on file with SBISD Purchasing Department.

3.29.0 PERFORMANCE AND PAYMENT BONDS (IF APPLICABLE)

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE § 2253.001(4). Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000.00 for SBISD; a payment bond is required if a Purchase Order is in excess of \$25,000.00 for SBISD. A payment bond is required if a Purchase Order is in excess of \$50,000.00 for SBISD. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the Spring Branch Independent School District.

GENERAL TERMS AND CONDITIONS, continued**3.30.0 COMPENSATION – SBISD METHOD OF PAYMENT PROCESS**

- 1) Method of Payment (Vendors are to select one). SBISD processes invoices several times a week for CARD payments.
 - CARD (Ghost Card) SBISD's preferred method of payment.
Card payments are made available to the vendor immediately after file payment submission. After Vendor receives an auto-generated e-mail remittance advice notification, vendor can download the payment to their 'card'. Vendors who accept payments via ghost cards must establish their own contracts with a merchant card bank to fund their bank accounts. Some banks charge a fee for using ghost cards; however, SBISD does not charge a fee. Fees are negotiated in the contract between the vendor and their merchant card bank.
 - Automatic Clearing House (ACH) – Electronic Fund transfer to vendor's bank account at the end of the week.
- 2) Payments for services rendered by the Provider will be paid in monthly installments.

Original invoices should be sent for processing to the Accounts Payable Office. Upon receipt by the Accounts Payable Office, the invoice will be processed for payment within thirty (30) days of its receipt if services are complete.

Electronic invoices can be sent to accountspayable@springbranchisd.com.

In the event the contract is terminated prior to the end of the stated term, payments will only be made to the extent that work has been performed prior to termination.

The term of this Contract is a commitment of SBISD's current revenue only. If funding for the continuance of the services required under this Contract is withdrawn, SBISD reserves the right to terminate this Contract in accordance with the District termination policies and procedures.

*** * Required for awarded vendor(s) only.**

4.0 SPECIAL TERMS AND CONDITIONS

4.1.0 PROPOSAL RESPONSE FORMAT

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all requirements identified in this RFP. **(See 6.3.0 (4))**

4.2.0 DESCRIPTION OF PRODUCT(S) AND/OR SERVICE(S)

Describe product(s) and/or service(s) the Vendor is proposing to provide SBISD. Provide a matrix that will allow SBISD to readily appraise the Vendor's products and/or services offering versus other Vendors, if available.

4.3.0 DESCRIPTION OF VALUE-ADDED PRODUCT(S) AND/OR SERVICE(S)

Include any additional information Vendor believes SBISD should have when making its decision concerning contract award(s), if any. Detail any value-added options offered by Vendor; if value-added options are best described in a line item format, add value-added items to the designated area at the end of the line item list.

4.4.0 WARRANTY/GUARANTEE

All products purchased under this RFP shall be NEW and free from defects.

4.4.1 PRODUCT INFORMATION

4.4.2 WARRANTY INFORMATION

Provide information and answers to the following:

- a) Does Vendor offer extended parts and labor warranties? If yes, state length of warranty.
- b) Does Vendor provide extended warranties and/or maintenance Contracts at an additional cost to SBISD? If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- c) Give examples of governmental entities where Vendor has extended labor warranties. Include length of these warranties.
- d) Is warranty coverage dependent on any specific requirements?
- e) Who performs Vendor's start-up procedure?
- f) Detail and provide documentation verifying the warranty protection covering installation, details, materials, workmanship, inspection and preventive maintenance programs, if any.
- g) Detail how Vendor tracks warranties and updates warranty periods as units or components are replaced.
- h) What is Vendor's standard warranty on materials?
- i) What is Vendor's standard warranty on installation?
- j) Does Vendor differentiate its standard warranty if financing is part of the contract? If so, describe.

SPECIAL TERMS AND CONDITIONS, continued**4.5.0 SBISD RESERVATIONS**

SBISD reserves the right to:

- a) Cancel this solicitation in whole or in part, at the sole discretion of SBISD.
- b) Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- c) Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- d) Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of SBISD.
- e) Waive any formalities, technicalities, or other defects if deemed in the best interest of SBISD; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- f) Be the sole judge of quality and equality.
- g) Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in SBISD sole discretion.
- h) Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

4.6.0 FINANCIAL RESPONSIBILITY

SBISD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

4.7.0 COMPLIANCE WITH SPECIFICATIONS AND CONTRACT

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by school districts. Proposals shall be deemed responsive if they comply with all aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Contract terms in Section 3.0 General Terms and Conditions. Any exceptions to the terms and conditions in the RFP or the Contract must be clearly indicated in the Vendor's submitted proposal. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Contract.

4.8.0 FIRMNESS OF PROPOSAL. Proposals shall be firm and effective ninety (90) days after date of submission. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.**4.9.0 OFFEROR CONDUCT.** Beginning with your receipt of this Notice and during the proposal process, Offerors are not permitted to contact any SBISD Board of Trustees member, officer or employee, other than the SBISD Director of Purchasing. No gratuities of any kind will be accepted, including meals, gifts or trips. Violation of these conditions will subject any offeror to immediate disqualification.

SPECIAL TERMS AND CONDITIONS, continued

4.10.0 NEW PRODUCTS/SERVICES: New products that meet the scope of project may be added to the contract. Pricing shall be equivalent to either the percentage discount or proposed prices for other similar products. Contractor may replace or add products to the existing contract if it is replacing or supplementing products named in the contract, and are equal or superior to the original products offered. The new products shall be discounted in a similar or to a greater degree, and if the products meet the requirements of the proposal and law, rules, policies and regulations. SBISD may require additions to be submitted with documentation from User Departments demonstrating an interest in, or a potential requirement for, the new product. SBISD may reject any additions without cause.

4.11.0 NOVATION: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. SBISD reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.12.0 FORMATION OF CONTRACT: A response to this solicitation is an offer to contract with SBISD based upon the terms, conditions, scope of work, and specifications contained in this request. Clarifications, negotiations, if applicable, will become a part of the completed contract if included in the final contract document, duly executed by the Contractor and accepted by SBISD. An offer does not become a contract unless and until SBISD accepts it. A contract is formed when an SBISD Board of Trustees/Director of Purchasing approves the complete offer and the Purchasing Director or Designee signs the final notification of award documents.

4.13.0 Notwithstanding anything to the contrary contained in these terms and conditions, upon the District's acceptance of a proposal, the vendor and the District will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the vendor of acceptance. Vendor will be notified by a "Letter of Award" issued by the Director of Purchasing/designee. This letter, together with the vendors signed Proposal Forms, Purchase Order and Contract Documents will be defined as the "original" contract.

4.14.0 OTHER REQUIREMENTS. Any problems or discrepancies that are not covered by the above requirements should be directed to the Director of Purchasing for a determination or clarification prior to any action taken on said problem or discrepancy. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

4.15.0 ECONOMIC CONDITIONS. Given the current economic conditions, the Spring Branch ISD Purchasing Department is providing due diligence to the district in requesting the following documentation for any increase or change i.e.

- Pricing to SBISD
- Justification for change/increase
- Terms and conditions
- Market conditions
- Competitors
- Manufacturers/Distributors

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the Consumer Price Index (CPI) in the SBISD area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed sixty (60) days before date of renewal.

SPECIAL TERMS AND CONDITIONS, continued**4.16.0 CLARIFICATION AND DISCUSSIONS**

The Director of Purchasing/designee may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between the Director of Purchasing/designee and Vendor can also take place after the initial receipt of proposals. The Director of Purchasing/designee reserves the right to conduct discussions with all, some, or none of the Vendor submitting proposals. The District will not assist the Vendor in the revision or modification of its proposal.

4.17.0 NO GUARANTEE OF QUANTITIES

SBISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. SBISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

4.18.0 FORMATION OF CONTRACT (EXECUTION OF OFFER)

A response to this RFP is an offer to contract with SBISD based upon the terms, conditions, scope of work, and specifications contained in this RFP. Vendor(s) can submit their contract for negotiation/consideration. SBISD's RFP is the "ruling" contract document.

4.19.0 MULTIPLE AWARDS

SBISD reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with SBISD. SBISD may make multiple awards; this fact should be taken into consideration by each Vendor.

4.20.0 NON-EXCLUSIVE CONTRACT

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of SBISD. SBISD is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at SBISD's sole discretion.

4.21.0 PRICING OPTIONS and DELIVERY CONDITIONS

4.21.1 SBISD requests proposals for general food and full service food distribution. Potential vendors will only offer their "best price" proposal for consideration. No price increase or "cost plus" type of offers will be considered. SBISD reserves the right to purchase, throughout the contract period, new/promotional items as construed under the Terms, Conditions and Scope of this Proposal.

4.21.2 Deliveries shall be made in properly refrigerated and enclosed trucks between the hours of 7:00 - 10:00 A.M. and 12:00 - 1:00 P.M. for elementary school cafeterias; 7:00 - 11:00 A.M. and 1:00 - 2:00 P.M. for middle and high school cafeterias. Supplier will be subject to charges of employee overtime when deliveries are made after closing hours. There will be no "dollar or weight minimum" for scheduled deliveries.

4.21.3 Orders shall be for forty-six (46) school cafeterias. Invoices and statements must be separate for each operation. SBISD and the Child Nutrition Department are the only SBISD entities authorized to use this proposal. While not anticipated, SBISD may add additional delivery sites in the future. Vendors will be notified if a new school comes online, in writing, from SBISD at least 90 days prior to service being required. While the awarded vendor/s maintains the right to accept or deny this new service, if it is accepted, the same contract prices as the original award must be honored.

4.21.4 Delivery of grocery items shall be made to approximately forty-six (46) school cafeterias up to two (2) times per week. Hot shot deliveries shall be made when necessary on an emergency basis only.

SPECIAL TERMS and CONDITIONS, continued

- 4.21.5** The vendor shall provide at least two (2) copies of the invoice with each delivery; an original copy for the Child Nutrition Services Department Office and a copy for the cafeteria manager. All invoices must be checked and signed by an employee of SBISD Child Nutrition Department or a duly designated proxy. Delivery invoices that are unsigned, forged, or signed by a non-authorized recipient will not be considered valid and will not be honored. Title and Risk of Loss shall not pass to the Buyer until the Buyer actually receives and takes possession of the goods at the point or points of delivery and properly signs the receiving invoice. All invoices shall be extended.

A statement must be submitted to the SBISD Food Distribution Center Warehouse, 1031 Witte Rd., Bldg. "D", Houston, Texas 77055-6016 on a monthly basis to the attention of the Director of Child Nutrition Services.

A breakdown of charges for each school shall be provided. The original invoice is the official document used by the SBISD Accounts Payable Department for payment and shall be furnished before payment can be made.

- 4.21.6** A monthly usage report, by individual schools, showing purchases by the line item and number totals shall be supplied upon request. In addition a monthly usage report, showing total commodity discounts (pass thru values) shall be supplied. A year-end compilation of total purchases by line items shall also be provided.

- 4.21.7** A separate report shall be kept on all rebate items, and promotion items, and shall be sent to the Child Nutrition Services Office on a monthly basis.

- 4.22.0** Drivers shall wear a uniform and present a neat and clean appearance, with company name affix to the uniform.

- 4.22.1** The vendor shall designate a person who will coordinate the program and shall be responsible for all products delivered, and communications with SBISD regarding matters of deliveries, service, and products.

- 4.22.2** It is an absolute requirement that case price, unit price, or price per serving on each item be specified as indicated on the proposal forms. If indicated, it is requested that all prospective vendors make every effort to propose upon all brands listed even if no estimated quantity is indicated. If no brand name is indicated, it is still requested that all potential vendors offer pricing for a product meeting specified specifications.

- 4.22.3** SBISD will determine brand names or labels of all items to be delivered and must approve any substitutions prior to delivery. NO SUBSTITUTION WILL BE ACCEPTED WITHOUT APPROVAL PRIOR TO DELIVERY. Substituted items must be delivered at or below the stated proposal price. All food items must have a CN Label and an Approved Analysis Sheet. If a substitute product is delivered to SBISD which doesn't have a ON Label and an Approved Analysis Sheet to guarantee it meets federal requirements, including information on trans-fats, it will be the responsibility of the distributor to cover any losses incurred from the loss of the state and federal funds due to improper use of food not meeting these requirements.

- 4.22.4** The proposal prices obtained from the manufacturer are maximum prices for the proposal period. A single yearly price increase may be requested in writing before January 1 of the current Proposal year. Increases may occur prior to this time but any increase proposed will not take place until 30 days following the date of approval by the SBISD Child Nutrition Department Administrator. Proof of change in market conditions must accompany any request for price increase. Acceptable forms of proof for pricing increases include, but are not limited to, Urner Barry reports, Chicago Mercantile Board reporting, and USDA Market reports. All increases in price will have to be appropriate to any increases in market conditions. Concurrently, any reductions in market conditions that result in a price benefit to SBISD shall require a commensurate and equitable reduction in final price.

SPECIAL TERMS and CONDITIONS, continued

- 4.22.5** School officials reserve the right to verify the true delivered cost by checking delivered invoice tickets and/or manufacturer statement of guaranteed maximum price on any item delivered.
- 4.22.6** SBISD officials reserve the right to make audit visits to the vendor receiving the award, to verify delivered invoice cost with or without prior notice of items to be verified. Some audits may be unannounced.
- 4.22.7** If a cash discount for prompt payment of invoices is offered, exact details concerning this offer must be submitted with the proposal.
- 4.22.8** Orders shall be received from the SBISD Child Nutrition Services Department. The successful vendor shall make available to the District reports as needed to include quantity of items purchased by individual school's specific accounting periods. **The detailed methodology of meeting this requirement be submitted fully complete with examples, with your Proposal.**
- 4.23.0** Successful Proposer will be required to provide "pass-through value" on substitution commodity processed products if approved by the Texas Health and Human Service Commission (THHSC). The invoice will reflect the commercial proposal price minus commodity value (set by the United States Department of Agriculture) resulting net price. If approved, the pass-through system (hybrid and/or net off invoice) between the successful Proposer and the particular commodity processor must place no later than the start of the contract - July 1, 2017 — for use during the 2017-2018 school year. In addition, the successful proposer must notify SBISD within hours of notification from the manufacturer of allocated pounds.
- The successful proposal will be the one that represents, in the sole opinion of SBISD School Nutrition Department, the best overall value to the District.
- (1) This Proposal award shall be based upon, the criteria as noted in Section, 9.0.0; it will also include the following factors: unit price, case price, delivery date, results of taste testing, special needs of each participating entity, of foods presented, vendor's past performance record that may be considered regionally, state-wide, and nationally, technical assistance-present and ability to solve participating entities problems with the process.
- 4.23.1** Errors in calculation will result in the lowest price per unit being awarded. Calculated errors are at the sole peril of the Offeror.
- 4.23.2 DISPUTES:** All disputes between the parties that may require adjudication, legal action or judgments that may be required during the contract period, shall be within the County of Harris, in the state of Texas.
- 4.23.3 TIE PROPOSAL PRICES:** As provided by HB 597 Bid Preference Statute, preference will be given to TEXAS MADE products, when known in the event of ties.
- 4.24.0 QUANTITIES** - Offerors shall be aware that some quantity needs may be altered significantly or deleted due to allocations of USDA commodities and/or menu changes. **The estimated quantities which appear on the proposal specifications are based on the prior twelve (12) month usage.**
- 4.24.1** Quantities are estimates only. The District is not responsible for any proprietary merchandise or quantities of product in the vendors inventory at the end of the contract period.
- 4.24.2** District's estimated needs; however, the District shall make every effort to use all proprietary merchandise during the term of the contract. In the event spot purchases are made, supplier agrees to store and ship the items as needed.

SPECIAL TERMS and CONDITIONS, continued

- 4.25.0 SAMPLES MAY BE REQUIRED** by the SBISD Child Nutrition Services Department on products and brands not listed in the specifications and shall be delivered to the SBISD Distribution Center Warehouse, Attn: Director of Child Nutrition, 1031 Witte Rd., Bldg. "D", Houston, Texas 77055-6016. Said samples shall be individually identified with the vendor's name and the proposal item number for which the sample is submitted.
- 4.26.0 SAMPLING AND QUALITY CONTROL** - The SBISD Child Nutrition Services Department reserves the right to submit random samples of food products from shipment independent laboratory to verify that specifications have been met. The SBISD Child Services Department will pay for the analysis of products meeting SBISD specifications. Should the results of an analysis not meet SBISD specifications; the procedures listed below are followed:
- 4.26.1** The Offeror shall be charged for the analysis and sent a copy of the results from the independent laboratory.
 - 4.26.2** The SBISD Child Nutrition Services Department will have the option to request that the unacceptable product be picked up within forty-eight (48) hours notification.
 - 4.26.3** The unacceptable product shall be replaced within two (2) weeks after notification.
- 4.27.0 MINIMUM ORDER REQUIREMENT**- Minimum quantity orders must be stated. Such restrictions shall be considered when awarding the proposal.
- 4.28.0 PACKAGING**
- 4.28.1 PACKAGING SIZE** stated in the proposal is strongly preferred. Any deviations on the packaging listed must be clearly stated on the proposal form. SBISD reserves the right to reject alternate packaging. The SBISD Child Nutrition Services Department notified of any manufacturer's changes in package weight or Ingredients.
 - 4.28.2 PRODUCT QUALITY** - Product shall be in original sealed containers and containers shall be of a quality that they will not leak under normal handling and conditions for minimum of one year (1) after receipt. Deliveries must be received in dry, unbroken package(s). No repacked or resealed cases accepted. Any products damaged due to inferior packaging shall be picked up and replaced by the Awarded Full Service Distributor at no cost to the District.
 - 4.28.3** All applicable food items must have a CN (Child Nutrition) Label or Product Analysis Sheet as specified. A copy of the current CN Label shall be submitted with the proposal or be available within two (2) weeks upon request. If a product with an approved analysis sheet is found to not meet requirements, it shall be the responsibility of the company to cover any losses in from the loss of State/Federal funds due to improper use of food not meeting requirements. The product must be labeled identically to the label submitted with the proposal.
 - 4.28.4** All meats must be produced in a plant with a USDA approved Total Quality Program and USDA inspection. The product must pass through a metal capable of detecting 2.0-mm non-ferrous metal before packaging.
- 4.29.0 BLANKET PURCHASE ORDERS** will be issued after awards are made by the SBISD District Board of Trustees which is anticipated to be at the regular meeting on June 26, 2017. Throughout the year, product not listed on the proposal may be introduced for consideration for open market purchases.
- 4.30.0 NON-PERFORMANCE OF CONTRACT** - The District reserves the right to cancel the entire contract and/or buy on the open market at the current price; charging the awarded supplier the difference between the price paid and the proposal price in the event (a) any item is not delivered according to the specifications and/or awarded proposal price, (b) brands of merchandise other than brands named on their proposal are delivered (c) or orders are not delivered within the agreed specified time period.

SPECIAL TERMS AND CONDITIONS, continued

4.31.0 IMPORTS - Products from foreign countries will be purchased only when domestically produced items meeting specifications are unavailable in accordance with Federal Public Law 100-237 dated January 8, 1988 and the interim rule published in the Federal Register, July 21, 1988.

4.32.0 PERFORMANCE OF CONTRACT — The District reserves the right to discharge or terminate this contractual obligation and seek legal remedies when the vendor violates or breaches the terms of contract, and/or when the performance of this contract becomes illegal because of new interpretations of existing laws and/or the enactment of new laws.

4.32.1 The District reserves the right to terminate the contract upon default by the contractor because of circumstances beyond the control of the contractor. In such cases, parties will be entitled to seek relief for their expenses, only to the extent of actual expenses, provided for in the contract.

4.32.2 The District reserves the right to terminate the contract at any time for due causes which shall include such reasons as unsatisfactory service or unsatisfactory products.

4.32.3 These include, but are not limited to, the following:

1. Mishandling of U.S.D.A. Commodities leading to loss thereof,
2. Failure to provide specified items to meet scheduled service,
3. Any attempt at concealment of "true" cost,
4. Failure to solicit proposal pricing as agreed upon,
5. Failure to adhere to or abide by any additional requirements, (i.e. insurance certificates and product liability, as outlined herein),
6. and failure to accurately account commodity pass-through usage, if applicable.

4.32.4 The District requires that a contractor be in compliance with all local, District, state and federal safety, sanitation and labor regulations. The SBISD Child Nutrition Services Department will inspect all facilities of the offering company to insure that the needs of the Department can be filled, according to the proposal.

The District requires a contractor to be in compliance with the Executive Order 11246 entitled "Equal Opportunity" as amended by Executive Order 11375 and is supplemented by "Department of Labor Regulations (41 CRF Part 60)".

4.32.5 The District will impose a compensatory penalty of five percent (5%) of the total year-to-date purchases should non-delivery of approved specified items. Payment for the penalty will be deducted from invoice payments.

4.32.6 The District requires a statement of the Offeror's financial standing in order for the proposal to be considered.

4.32.7 The District requires a certificate of insurance.

4.32.8 The successful Offeror, along with the manufacturers, shall furnish proof of product liability coverage in the amount of \$1,000,000.00.

4.32.9 Potential vendors are forbidden from contacting any SBISD school site employee or school site staff member until notification of proposal award is made official.

4.32.10 Awarded vendor(s) shall neither advertise nor publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

4.32.11 All pre-fried products presented for offer must be capable of being re-heated via baking or other, non-frying, method.

SPECIAL TERMS AND CONDITIONS, continued

4.32.12 Preference will shown towards items that are baked or that have reduced fat options where available.

4.33.0 Portion size restrictions are also in effect. Some items are allowable for secondary grades (high school) that are restricted for lower levels. Potential vendors should provide pricing for both allowable sizes. Please refer to the accompanying chart for details:

Nutrition Standards for Food	
Any Food Sold in School:	Must be Whole Grain Rich; or have the first ingredient a fruit, vegetable, dairy product or protein food; or be a combination food that contains at least 1/4 cup of fruit and/or vegetable.
Calorie Limits	Snack Items: ≤ 200 calories Entree Items: ≤ 350 calories
Sodium Limits:	Snack Items: ≤ 200 mg Entree Items: ≤ 480 mg
Fat Limits	Total fat: ≤ 35% of calories Saturated fat: ≤10% of calories Trans fat: zero grams (<0.5g)
Sugar Limit	≤35% of weight from total sugars in foods
General Beverages	Plain water (with or without carbonation), unflavored low fat milk, unflavored or flavored fat free milk and milk alternative permitted by NSLP/SBP, 100% fruit or vegetable juice and 100% fruit or vegetable juice diluted with water (with or without carbonation) and no added sweeteners. Elementary schools are allowed to sell up to 8 oz portions, while middle schools and high schools are allowed to sell up to 12 oz portion of milk and juice. There is no portion size limit for plain water.
No Calorie and Lower Calories Beverage Options:	Applicable for High School students only. No more than 20 ounce portions of calorie-free, flavored water (with or without carbonation); and other flavored and/or carbonated beverages that are labeled to contain <5 calories per 8 fluid ounces or ≤ 10 calories per 20 fluid ounces. No more than 12 ounce portions of beverages with ≤40 calories per 8 fluid ounces, or ≤60 calories per 12 fluid ounces.

4.33.1 Trans Fat information must be available for all products purchased.

Note: SBISD may elect to rebid project if in the best interest of the district.

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract for each product and/or service contract awarded as a result of this RFP and the terms and conditions of each Purchase Order or proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN WRITING DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by SBISD and eliminated from further consideration.

CONTRACT BETWEEN SPRING BRANCH INDEPENDENT SCHOOL DISTRICT AND ("VENDOR") FOR ANNUAL CONTRACT FOR GENERAL & FULL SERVICE FOOD DISTRIBUTION

This Contract is entered into between SBISD and Vendor, having submitted a proposal in response to RFP **No. 11597** issued by SBISD and whose proposal has been accepted and awarded by SBISD. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SBISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1.0 DEFINITIONS

The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the RFP.

5.2.0 CONTRACT TERMS; AMENDMENT

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No amendment of this Contract shall be permitted unless and until first approved in writing by SBISD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the SBISD Superintendent or designee.

5.3.0 ALL CONTRACTS AND AGREEMENTS

between Merchants and SBISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code or latest, Official Text.

5.4.0 TERM OF CONTRACT; RENEWAL OF CONTRACT

The contract shall be for a period of three (3) years. The first year of contract shall be **July 01, 2017 thru June 30, 2018 with the option to renew annually up to an additional two (2) years**, providing any subsequent renewal is agreed to in writing by both parties. In the event the proposal expires before a mutually agreed written and approved contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual written agreement.

CONTRACT TERMS AND CONDITIONS, continued

5.5.0 TERMINATION OF CONTRACT

This Contract shall remain in effect until:

- (1) the Contract expires by its terms, or
- (2) the Contract is terminated by mutual consent of SBISD and Vendor.

In the event of a breach or default of the Contract and/or the RFP by Vendor, SBISD reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of SBISD.

SBISD further reserves the right to terminate the Contract immediately in the event Vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order;
- (2) make any payments owed; or
- (3) otherwise perform in accordance with this Contract and/or the RFP.

SBISD also reserves the right to terminate the Contract immediately, with written notice to Vendor, if SBISD believes, in its sole discretion that it is in the best interest of SBISD.

It is understood that the District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty. The termination will become effective and this Agreement shall terminate following the written notification of intent.

Vendor agrees that SBISD shall not be liable for damages in the event that SBISD declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

The District reserves the right to terminate this agreement upon failure of Company to perform per terms of this proposal, failure to perform per negotiated terms and conditions, or failure to comply with usual and customary practices of the industry and upon breach of any laws, rules or regulations. The District reserves the right to terminate the contract at any time for cause. Sixty (60) days advance termination notice will be given in writing to the Vendor(s). Vendor(s) shall, likewise, provide the District with ninety (90) days written notice of contract termination and either loss or reduction of any coverage.

5.6.0 CHANGE ORDERS (IF APPLICABLE)

Pursuant to TEX. EDUC. CODE § 44.0411(a), if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, SBISD may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. A Purchase Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

CONTRACT TERMS AND CONDITIONS, continued**5.7.0 COMPLIANCE WITH LAWS**

Vendor shall comply with all applicable federal, local, and State of Texas laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

5.8.0 CONFIDENTIALITY

Vendor and SBISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and SBISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that SBISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability SBISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, SBISD, and determined by SBISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049). If any of the information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

5.9.0 TITLE AND RISK OF LOSS

Whenever SBISD is purchasing (and not leasing) a product service under this Contract, title and risk of loss shall pass upon the later of SBISD's acceptance of the product or payment of the applicable invoice.

5.10.0 WARRANTY CONDITIONS

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of SBISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, or Purchase Order.

CONTRACT TERMS AND CONDITIONS, continued**5.11.0 CRIMINAL BACKGROUND HISTORY/CHECKING ****

(TEC, §22.0834; TEC, §22.085; Texas Government Code, §411.0845)

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- (a) Any offense against a child
- (b) Any sex offense
- (c) Any crimes against persons involving weapons or violence
- (d) Any felony offense involving controlled substances
- (e) Any felony offense against property
- (f) Any other offense the District believes might compromise the safety of students, staff, or property.

All contractors, subcontractors and their employees must submit to SBISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal history must be obtained by the successful Bidder/Proposer before any work is performed.

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

CONTRACTOR RESPONSIBILITIES

(see SB9 requirements:

[http://tea.texas.gov/Texas Educators/Certification/Fingerprinting/Information for School District Contractors/](http://tea.texas.gov/Texas_Educators/Certification/Fingerprinting/Information_for_School_District_Contractors/))

Any employee who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.

**** Required for awarded vendor(s) only.**

5.12.0 CUSTOMER SUPPORT

Vendor shall provide timely and accurate technical advice and sales support to SBISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request.

5.13.0 SBISD'S PROPERTY

In the event of loss, damage, or destruction of any property owned by or loaned by SBISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify and pay to SBISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of SBISD's determination of the amount due. If Vendor fails to make timely payment, SBISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by SBISD.

CONTRACT TERMS AND CONDITIONS, continued**5.14.0 TAX EXEMPT STATUS**

SBISD is exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. SBISD shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.15.0 STATE OF TEXAS FRANCHISE TAX

By submitting a proposal in response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

5.16.0 TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold SBISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.17.0 ASSIGNMENT OF CONTRACT

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of SBISD. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of SBISD.

5.18.0 NOTIFICATION OF MATERIAL CHANGE

Vendor is required to notify SBISD's Director of Purchasing in writing when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.19.0 VENDOR PERFORMANCE

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.20.0 VENDOR NON-PERFORMANCE

If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, SBISD reserves the right to:

- purchase on the open market and charge the vendor the difference between contract price and actual purchase price, or
- deduct such charges from existing invoice totals currently due, or
- cancel within thirty (30) days written notification of intent and remove the vendor from the active proposal file for a period of time not less than one (1) year.
- re-bid the service/product.
- award to next lower responsible Proposer, if accepted by same.

CONTRACT TERMS AND CONDITIONS, continued**5.21.0 SUBCONTRACTORS**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to SBISD for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between SBISD and any such subcontractor, nor shall it create any obligation on the part of SBISD to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

5.22.0 NON-APPROPRIATION

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on SBISD by this Contract, SBISD shall have the right to terminate this Contract or any Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SBISD if it is determined by SBISD, at its sole discretion, that there are insufficient funds to extend this Contract or any Purchase Order. The parties agree that this Contract and/or any Purchase Order are commitments of the current revenue of SBISD only.

5.23.0 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200)

When SBISD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR").

5.23.1 All Vendors awarded a contract under this proposal must complete the SBISD EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific SBISD purchases using federal grant funds.

5.23.2 This information will be made available to the District for its use while considering their purchasing options when using federal grant funds.

5.24.0 ORDERING PROCEDURES

Purchase Orders are issued by SBISD to the Vendor.

5.25.0 INVOICES; PAYMENTS

5.25.1. Vendor shall submit invoices, in duplicate, directly to SBISD at the appropriate location(s) specified by SBISD. Each invoice shall include SBISD's Purchase Order number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during SBISD's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of SBISD's receipt shall be made available upon request by SBISD.

5.25.2. SBISD will make payments directly to Vendor. SBISD shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor.

CONTRACT TERMS AND CONDITIONS, continued

5.25.3. TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by SBISD within forty-five (45) days after the later of the following: (1) the date SBISD receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date SBISD receives an invoice for the products or service.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from SBISD not later than the tenth (10th) day after the date the Vendor receives the payment from SBISD. The exceptions to payments made by SBISD and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.26.0 PRICING CHANGES

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All price changes shall be presented to SBISD for acceptance or rejection by SBISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by SBISD prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.27.0 RECORDS RETENTION

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all material(s) and/or service(s) provided by the Vendor to SBISD under this Contract. These records and accounts shall be retained by Vendor and made available for review by SBISD for a period of **not less than five (5) years** from the date of completion of the service(s), receipt of material(s), the date of the receipt by SBISD's final invoice or claim for payment in connection with this Contract, or the date SBISD makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

For Bond funded projects, Vendor shall retain these records and accounts and make available for review by SBISD indefinitely.

5.28.0 RIGHT TO REVIEW, AUDIT AND INSPECT

SBISD, any federal agency that has awarded federal funds/grant(s) to SBISD, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract. Inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Contract and records which may have a bearing on matters of interest to SBISD in connection with the Vendor's work for SBISD, and shall be open to inspection and subject to audit/review and/or reproduction by SBISD, and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

CONTRACT TERMS AND CONDITIONS, continued

5.28.1. Vendor's compliance with this Contract and the requirements of the RFP.

5.28.2. Compliance with provisions for computing billings to SBISD.

5.28.3. Any other matter related to this Contract.

5.29.0 INDEMNIFICATION

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS SBISD, INCLUDING SBISD'S TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY SBISD.

5.30.0 GOVERNING LAW AND EXCLUSIVE VENUE

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving SBISD must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

5.31.0 MULTIPLE CONTRACT AWARDS; NON-EXCLUSIVITY

SBISD reserves the right to award multiple contracts under the RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of SBISD. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to SBISD. During the Term of this Contract, SBISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

5.32.0 NEW PRODUCTS

New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from SBISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. SBISD may reject any proposed additions, without cause, in its sole discretion.

5.33.0 MATERIAL SAFETY DATA SHEETS (MSDS)

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheet must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District. If OSHA or Federal or State laws provide for additional requirements, those requirements shall be met by Contractor, in addition to the MSDS requirement.

5.34.0 NO SUBSTITUTION

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract/RFP. Vendor shall not deliver substitutes without prior written authorization from SBISD.

CONTRACT TERMS AND CONDITIONS, continued**5.35.0 PENALTIES**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the RFP, SBISD may take the following action(s), in the sole discretion of SBISD, and Vendor agrees to comply with the chosen action(s):

5.35.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal, as applicable;

5.35.2 Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by SBISD;

5.35.3 Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or

5.35.4 Recommend to SBISD Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to SBISD and/or that this Contract be terminated.

5.36.0 ELECTRICAL ITEMS

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

5.37.0 SAFETY

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by SBISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by SBISD. Vendor shall indemnify and hold SBISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.38.0 WORKFORCE

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which/shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on SBISD property, nor may such workers be intoxicated or under the influence of alcohol or drugs on SBISD property.

5.39.0 INSURANCE

Vendor is required to provide SBISD with copies of certificates of insurance, naming SBISD as additional insured's for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to SBISD prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to SBISD. Vendor shall give SBISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

All policies of insurance shall waive all rights of subrogation against SBISD and its officers, employees and agents. Upon approval notice, certified copies of original insurance policies shall be furnished to SBISD. SBISD, as requested, shall be named as an "additional insured" on insurance policies. SBISD reserves the right to require additional insurance should SBISD deem additional insurance necessary, in its sole discretion.

Spring Branch Independent School District Insurance Requirements for Contractors

Policy Type	Speakers/Presenters (Individual Consultants)	Professional Service Providers	Educational Entertainment*	Vendors, Construction, Repair, Maintenance, Service	Charter Bus Service
	Motivational Speakers, Judges, Private Lesson Providers, Choreographers, Etc.	Consultants, Trainers, Attorneys, CPAs, etc.	Rentals, Dancers, Animal Exhibitions, Inflatable Bouncers, Carnival Rides, Etc. (Including PTA's, PTO's, Corporate Sponsors or other event holders on premises)	Construction, Installation, Renovation, Building Modifications, Service, Maintenance or Repair Projects	
Commercial General Liability					
Each Occurrence	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
Damage to Rented Premises	Not Required	Not Required	100,000	100,000	100,000
Medical Expenses	Not Required	5,000	5,000	5,000	5,000
Personal & Advertising Injury	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
General Aggregate	Not Required	1,000,000	1,000,000	2,000,000	1,000,000
Products - Completed Operations	Not Required	1,000,000	1,000,000	2,000,000	Not Required
Blanket Contractual	Not Required	Not Required	Not Required	Yes	Not Required
Independent Contractors	Not Required	Not Required	Not Required	Yes	Not Required
Broad Form Property Damage	Not Required	Not Required	Not Required	Yes	Not Required
Per Project Aggregate Limit	Not Required	Not Required	Not Required	Yes	Not Required
Pollution Liability (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Explosion, Collapse, Underground (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Sexual Abuse & Molestation	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Commercial Auto Liability					
	Required if on campus				
Combined Single Limit	Not Required	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence
Uninsured/Underinsured Motorist Limit	Not Required				\$85,000 per occurrence
Medical Payments or Personal Injury Protection	Not Required				5,000
Sexual Abuse & Molestation	Not Required				1,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Umbrella Liability (Excess)					
Excess of General, Automobile and Employers Liability	Not Required	100% of Proposal or Project; Minimum Limit \$1,000,000	100% of Proposal or Project; Minimum Limit \$1,000,000	100% of Proposal or Project; Minimum Limit \$1,000,000, Maximum Limit \$25,000,000	5,000,000
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Statutory Workers' Compensation					
	If required by law	Required	Required	Required	Required
Employers Liability	Varies	Varies	1,000,000	1,000,000	1,000,000
Do you accept accident policies & District waivers (not DWC) in lieu of workers comp?	Yes, unless Workers Comp is required by law	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>
Endorsements Required in favor of SBISD:					
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
All Risk Builders Risk/Installation Floater if contract is with other than Vendor					
	Only if applicable	Only if applicable	Only if applicable	Greater of Value of Project or Property at Risk	Only if applicable
Deductible	Only if applicable	Only if applicable	Only if applicable	Subject to approval	Only if applicable
Flood	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Terrorism	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Permission to Occupy Granted	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Endorsements Required in favor of SBISD:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
Professional Errors & Omissions Liability for certified professionals					
	Not Applicable	1,000,000	Not Applicable	100% of Proposal or Project; Minimum Limit \$1,000,000, Maximum Limit \$10,000,000	Not Applicable
Retroactive Date preceding Date of Contract	Not Applicable	Required	Not Applicable	Required	Not Applicable
Extended Reporting Period	Not Applicable	Required	Not Applicable	Required	Not Applicable
Insurance Company A.M. Best Rating					
	A- X	A- X	A- X	A- X	A- X
Bonds					
Proposal (Bid) Bond or Proposal Security	Not Applicable	Not Applicable	Not Applicable	10% of proposal sum	Not Applicable
Payment Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable
Performance Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable

* Includes PTA's, PTO's, Corporate Sponsors, or other Event Holders using District property. Event coverage in the limits specified must be obtained. SBISD, its officers, employees, and elected representatives must be named as additional insured on the policies.

CONTRACT TERMS AND CONDITIONS, continued**5.40.0 PARTICIPATION**

Vendor acknowledges and agrees that continued participation is subject to SBISD's sole discretion and that Vendor may be removed at any time, with or without cause, in SBISD's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between SBISD and Vendor may be construed as a guarantee that SBISD will submit any Purchase Order to Vendor at any time.

5.41.0 EQUAL OPPORTUNITY

It is the policy of SBISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.42.0 FORCE MAJEURE

Neither SBISD or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond SBISD or Vendor's control.

SBISD and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision.

The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. SBISD and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, SBISD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of SBISD's contractual, legal, or equitable rights.

5.43.0 SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.44.0 WAIVER

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

CONTRACT TERMS AND CONDITIONS, continued**5.45.0 ENTIRE AGREEMENT**

The Contract, the RFP, Vendor's proposal submitted in response to the RFP, the attached and incorporated attachments, addendum, and/or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP or Vendor's proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor's proposal submitted in response to the RFP, the RFP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

5.46.0 INTERPRETATION

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.47.0 NOTICE

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery, certified registered mail, return receipt requested, email or fax. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested, fax or email.

5.48.0 CAPTIONS

The captions herein are for convenience and identification purposes only, are not an Integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.49.0 THROUGH INTERLOCAL AGREEMENTS

It is anticipated that school districts will recognize the broad applicability of SBISD contracts and how they apply to school districts. All Suppliers should indicate their willingness to provide all or some of the goods and/or services requested in this proposal to other Districts. The responses to this proposal will be used as a baseline to determine which firms may be eligible for further participation in the district's marketing program. The marketing program is designed to help school districts improve their educational learning and business environments by the formation of mutually beneficial partnerships with firms that provide supportive expertise and services. While each Interlocal Agreement will encompass part, or all of the services requested, each will be individually adapted, using the response from this RFP/RFP, to the individual needs of the participating district. Separate, but related contracts, will be drawn to reflect Agreements on each additional district partnership. Even though the RFP/RFP has been developed to be as comprehensive as possible, it is impossible to assure that all services needed in every interlocal contract will be included in the RFP/RFP response. Therefore, all Suppliers responding positively to this section shall also agree that such additional goods and/or services may be needed to satisfy the requirements of future Interlocal Agreements to provide goods and/or services to other districts will be included as part of this RFP/RFP.

6.0 EVALUATION AND AWARD OF PROPOSAL(S)

6.1.0 AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by SBISD to be the best value to SBISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

6.2.0 COMPETITIVE RANGE

It may be necessary for SBISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

6.3.0 EVALUATION OF PROPOSALS

The evaluation of the proposal will be performed by a committee consisting of designees of the district. It is critical to the ultimate award of this contract that this proposal be complete and accurate. While cost is an important factor, it should be understood that the district is under no obligation to accept the lowest proposal. In evaluating qualified proposals the following considerations will be taken into account for award recommendations (if applicable):

- (1) The purchase price;
- (2) The reputation of the vendor and of the vendor's goods or services;
- (3) The quality of the vendor's goods or services;
- (4) The extent to which the goods or services meet the district's needs;
- (5) The vendor's past relationship with the district;
- (6) The impact on the ability of the districts to comply with laws and rules relating to historically underutilized businesses;
- (7) The total long-term cost to the district to acquire the vendor's goods or services;
- (8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) Has its principal place of business in the State of Texas; or
 - (B) Employs at least 500 persons in the State of Texas; and
- (9) Any other relevant factor specifically listed in the request for bids or proposals

6.3.1 Vendor Business Capabilities:

- Responsiveness of the proposal related to the scope of the work.
- The ability, capacity, and skill of the proposer to perform the services on a timely basis.
- Reputation of the supplier as evidenced by SBISD and outside referrals.
- Experience and qualifications of the business and individual members of the business in accomplishing similar services
- The sufficiency of financial resources and ability of business to perform the contract.
- Past performance in the area of customer support will play an important part in the evaluation of proposals.

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7.0 SPECIFICATIONS**GROUP A: BAKERY ITEMS****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
1	Baking Powder , Resealable container. Package: 5lbs/container Brand: Clabber Girl or Equal	25 containers						
2	Baking Soda , Resealable container. Package: 1lb/container Brand: Diamond Crystal or Equal	25 containers						
3	Base, Beef , No MSG. Low Sodium Package: 1lb/container Brand: Legout or Equal	100 containers						
4	Base, Chicken , No MSG. Low Sodium Package: 1lb/container Brand: Knorr or Equal	700 containers						
5	Canola Oil-Based Food Release , combined with natural butter flavor, Garlic and Original Flavor Package: 6/14 oz/Case Brand: Buttermist Pan Spray or equal	300 Cases						
6	Coating, Pan , Butter flavor. Pure canola oil. No calories or fat per serving. Package: 6/17oz cans/case Brand: Pam #07267 or Equal	200 cases						
7	Cornstarch Package: 16oz/bag Brand: Argo or Equal	50 bags						
8	Flour , Ultra-Grain All Purpose Flour Blend T-2 Package: 50 lb bag Brand: Con Agra Ultra Grain or Equal	1,500 bags						
9	Flour , Whole Wheat Package: 25 lbs/bag Brand: Shawnee or Equal	50 bags						
10	Margarine , Lightly salted, Bulk. Package: 30/1lb/case Brand: Venturas or Equal	75 cases						
11	Margarine , Lightly salted, tbl Readies Package: 900/5gm Brand: Venturas or Equal Milk, NFD M, Dried, pasteurized skim milk. Package: 50lbs/bag Brand: Ramsen or Equal	150 cases 200 bags						
12	Mustard , Dry Package: 1lb/container Brand: Coleman or Equal	10 containers						
13	Oil, Soybean . Trans Fat Free Package: 3/1gallons/case Brand: Bunge or Equal	500 cases						

7.0 SPECIFICATIONS**GROUP A: BAKERY ITEMS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
14	Pepper, Black , Ground, resealable container. Package: 16oz/container Brand: TexSpice or Equal	250 containers						
15	Pepper, Red Cayenne , resealable container. Package: 16oz/container Brand: Durkee or Equal	10 containers						
16	Salt , Iodized. Package: 25lbs/bag Brand: United Salt or Equal	175 bags						
17	Seasonings, Salt Free . Resealable Container. Sweet & Spicy, Toasted Onion & Garlic, Seven Herb, Six Spice. Package: 6/8.0 oz canisters Brand: Chef Paul Prudhomme's	20 cases						
18	Seasoning, Chili Mix , Resealable container. Package: 6/8.5 oz/case Brand: Foothill 60927 or equal	50 cases						
19	Seasoning, French Fry Package: 6/16oz/cases Brand: Lawrys or Equal	25 cases						
20	Seasoning, Italian , Resealable container. Package: 6oz/container Brand: Durkee or Equal	200 containers						
21	Seasoning, Poultry Package: 16oz/container Brand: Tex Spice or Equal	10 containers						
22	Spice, Basil Leaves , Whole, Resealable container. Package: 5.5oz/container Brand: Durkee or Equal	5 containers						
23	Spice, Chili Powder , Dark, Resealable container. Package: 1/6lb/container Brand: Tex Spice or Equal	150 containers						
24	Spice, Cilantro , Resealable container. Package: 4oz/container Brand: Durkee or Equal	20 containers						
25	Spice, Cinnamon , Resealable container. Package: 15oz/container Brand: Traders Choice or Equal	50 containers						
26	Spice, Cream of Tartar , Resealable container. Package: 29oz/container Brand: Durkee or Equal	10 containers						
27	Spice, Cumin , Resealable container. Package: 16oz/container Brand: Tex Spice or Equal	150 containers						

7.0 SPECIFICATIONS**GROUP A: BAKERY ITEMS****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
28	Spice, Garlic Powder , Resealable container. Package: 21oz/container Brand: Durkee or Equal	300 containers						
29	Spice, Ginger , Resealable container. Package: 16oz/container Brand: Tex Spice or Equal	5 containers						
30	Spice, Marjoram Leaves , sweet, whole, resealable container. Package: 3.5oz/container Brand: Durkee or Equal	5 containers						
31	Spice, Nutmeg , Resealable container. Package: 16oz/container Brand: Durkee or Equal	5 containers						
32	Spice, Onions , Dehydrated, chopped. Resealable container. Package: 15lbs/container Brand: Durkee or Equal	100 containers						
33	Spice, Onion Powder , Resealable container. Package: 20oz/container Brand: Durkee or Equal	175 containers						
34	Spice, Oregano , Resealable container. Package: 12oz/container Brand: Tex Spice or Equal	100 containers						
35	Spice, Paprika , Domestic, Resealable container. Package: 16oz/container Brand: Durkee or Equal	150 containers						
36	Spice, Parsley , Dry, finely chopped. Resealable container. Package: .69lb/container Brand: Traders Choice or Equal	5 containers						
37	Spice, Sage , Rubbed, Resealable container. Package: 6oz/container Brand: Durkee or Equal	25 containers						
38	Spice, Thyme , Ground, Resealable container. Package: 12oz/container Brand: Tex Spice or Equal	5 containers						
39	Stock, Chicken , Clear, 99% fat free. Package: 12/49.5oz/case Brand: Swanson or Equal	10 cases						
40	Sugar, Brown , Light. Package: 25lbs/bag Brand: Packer or Equal	50 bags						

7.0 SPECIFICATIONS**GROUP A: BAKERY ITEMS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
41	Sugar Canister , Extra Fine, white. Package: 24/20oz/case Brand: Café DLT or Equal	10 cases						
42	Sugar, Granulated , Extra fine, white. Package: 50lbs/bag Brand: Imperial or Equal	150 bags						
43	Sugar, Powdered , 6x white. Package: 25lbs/bag Brand: Packer or Equal	100 bags						
44	Sugar, Substitute , Pink Package: 2/1250ct/case Brand: Café DLT or Equal	10 cases						
45	Vanilla Flavoring 1 gal Brand: Packer or Equal	10 containers						
46	Vinegar, Balsamic Package: 1/1gallon/case Brand: Ken's or equal	20 cases						
47	Vinegar, White Package: 6/1gallons/case Brand: Garden Club or Equal	300 cases						
48	Vinegar, Malt Package: 12/12oz/case Brand: Heinz or Equal	5 cases						
49	Yeast , Quick acting, instant. Package: 20/16oz/case Brand: SAF or Equal	100 cases						

7.0 SPECIFICATIONS**GROUP B: BEVERAGE****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
50	Cocoa , Bulk Package: 6/39oz/case Brand: Diamond Crystal or Equal	20 cases						
51	Cocoa , Instant Envelopes Package: 6/50ct/case Brand: Carnation or Equal	50 cases						
52	Coffee , Regular, metal tins only, percolator grind. Package: 6/39oz/case Brand: Maxwell House or Equal	25 cases						
53	Gatorade, G2. Must equal Smart Snack low calorie beverage standards Package: 24/12oz/case Brand: Gatorade or equal <u>List Flavors:</u> _____ _____ _____	1000 cases						
54	Juice, 100%. Fruit Canned Must be a minimum of 2 servings of fruit per 8 fl oz. No Added sugar or High Fructose Corn Syrup Flavors: Tropical Punch, Passionfruit Mango, Berry Package: 24/8 oz/case Brand: Fruit 66 or Equal	750 cases						
55	Juice , 100% Juice, Fruit 8.4 oz can. Carbonated. Various Flavors Package: 24/8.4oz/case Brand: Izze or Equal <u>List Flavors:</u> _____ _____ _____	150 cases						
56	Juice, 100% Juice Vegetable & Fruit. 1 carton should equal no less than 1/2 cup contributing vegetable. Mango Swirl and Strawberry Banana flavor. Shelf Stable. Package TBD/4.23oz/case Brand: Juice Bowl or equal	50 cases						
57	Milk, Soy. Dairy Free. Unsweetened. Organic. Package: 24/8oz/case Brand: Pearl or equal	100 cases						
58	Tea, Brewed , concentrate, unsweetened. Package: 24/4oz/case Brand: Thirs-tea or equal	5 cases						
59	Water, flavored. Low calorie, nutrient enhanced. Each bottle meets Smart Snacks beverage standards Various Flavors Package: TBD Brand: Propel or equal	200 cases						

7.0 SPECIFICATIONS								
GROUP B: BEVERAGE				COMPANY NAME: _____				
Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
60	Water, purified. Package: 24/20oz/case Brand: Niagara or equal	1000 cases						
61	Water, purified. Package: 24/16.9oz/case Brand: Niagara or equal	3000 cases						
62	Water, purified. Package: 48/8oz/case Brand: Niagara or equal	1200 cases						

7.0 SPECIFICATIONS**GROUP C: CEREAL/GRAINS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
63	Bagel , Plain, sliced, Must be whole grain Minimum 2oz in weight. Must equal 3 oz grain equivalent for the child nutrition program Package: 60/2.8oz/case Brand: Bakecrafters #669 or equal	50 cases						
64	Bagel, Mini , pull-apart, Neufchatel Cheese filled, WG, various flavors, IW, Dye free, Minimum 2 oz grain equivalent for the child nutrition program. for the child nutrition program <u>List Flavors:</u> Strawberry, Cinnamon, Plain Package: 72/2.43oz/case Brand: Pillsbury or Equal	1500 cases						
65	Bar, nutrition. Whole grain. Made with oats. Various flavors include Cocoa Cherry, Cinnamon Crisp, Apple Berry Crisp. Each bar should equal a minimum of 2 ounce grain equivalent towards the child nutrition program. Package: 120/2.2oz/case Brand: Zee Zee GV800 or equal	200 cases						
66	Biscuit , Breakfast. Packaged. Whole Grain Minimum 1.75 grain ounce equivalent for the child nutrition program Flavors include Blueberry and Golden Oat. Package: 1.76oz/64ct/case Brand: Belvita or equivalent	150 cases						
67	Bread, Garlic. Stick. Whole Grain. 1 piece shall equal 2 oz grain equivalent for the child nutrition program. Package: 144/1.96 oz Brand: Bakecrafters #16370 or equal	500 cases						
68	Bread, Garlic. Texas Toast Style. Reduced Fat Whole Grain. 1 piece shall equal 1 oz grain equivalent for the child nutrition program. Package: 120/1.31 oz Brand: Bakecrafters #16050 or equal	3500 cases						
69	Bread Bowl. Whole Grain. 1 Bread bowl shallweight no less then 2 oz by weight and contribute 2 oz grain equivalent for the child nutrition program. Package: 90/2 oz/case Brand: Super Bakery 8676 or equal	200 cases						
70	Bread, flat. Whole Grain. Lower sodium, square shape. One serving of bread shall equal 2 oz grain equivalent for the child nutrition program Package: 12/12/1.96oz/case Brand: The Father's Table 01191 or equal	100 cases						
71	Bread, Sandwich. Swirl Shape, Whole Grain, Savory Colby Poblano flavor profile. Individual Wrapped. Each serving shall equal a minimum of 1.5 oz grain equivalent and 1 oz meat/meat alternate equivalent towards the child nutrition program. Package: 72/3oz/case Brand: Bakecrafters 4701 or equal	200 cases						
72	Bread, Sliced. IW. Whole Grain. 1 Slice shall weigh no less than 3.4 oz and meet 2 oz grain equivalent for the child nutrition program. Banana, Zucchini, Blueberry, Cinnamon and Chocolate flavor Package: 70/3.4 oz Brand: Super Bakery #6071, #6072, #6073, #6074, #6075 or Equal	1500 cases						

7.0 SPECIFICATIONS**GROUP C: CEREAL/GRAINS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
73	Breakfast Bar , Honey Wheat, 51% Whole Grain. Each bar shall equal a minimum of 2 ounce grain equivalent for the child nutrition program. Package: 72/2.5oz/case Brand: Simply Blue #H78324 or equal	1000 cases						
74	Cereal , Individual packs, whole grain, reduced sugar. Sugar should not exceed 6 grams per dry ounce. Minimum weight to be 2oz grain equivalent Each pack shall equal a minimum of 2 servings grain/bread for the child nutrition program. Package: TBD Cheerios/Honey Nut Brand: General Mills	250 cases						
	Cinnamon Toast Crunch Brand: General Mills	1,200 cases						
	Shredded Wheat - Strawberry, Blueberry and Frosted flavors Brand: Post...samples requested	400 cases						
	Honey Bunches of Oats, Honey Crunch and Vanilla Bunches Brand: Post.....samples requested	200 cases						
	Alpha-Bits Brand: Post....samples requested	250 cases						
75	Cereal, individual packs , whole grain, reduced sugar. Sugar should not exceed 6 grams per dry ounce. Minimum weight should be 0.8-1oz. Each pack shall equal a minimum of 1 oz grain equivalent for the child nutrition program. Package: 96/1oz/case or TBD Brands: Malt-o-Meal, General Mills, Kellogg's or equal List Varieties: _____ Honey Bunches of Oats, Alpha Bits, Shredded Wheat, Rice Chex, Cinnamon Toast Crunch, Kix, Multigrain Cheerios, Cheerios, Corn Chex,	1,000 cases						
76	Cereal , Individual packs, whole grain, reduced sugar. Minimum weight to be 0.8-1oz Each pack shall equal a minimum of 1 oz grain equivalent for the child nutrition program Package:96packs/case Brand: Malt-o Meal, General Mills, Kellogg's or equal List Varieties: _____ Apple Jacks, Froot Loops, Honey Sunshine, Frosted Flake Multigrain, Raisin Bran, Cinnamon Flakes, Frosted Mini Wheats, Golden Grahams, Rice Krispies, Trix, Fruity Cheerios	2,500 Cases						
77	Cereal Bars , Whole grain, IW. Must not exceed 30% calories from fat or 10 grams of sugar per ounce. No more than 2oz per bar. Various cereal flavors. Each bar shall equal a minimum of 1 ounce grain equivalent for the child nutrition program. Package: 96/1.42oz/case Brand: General Mills, Kelloggs or equal	350 cases						
78	Cereal, Rice , Baby Cereal, Iron Fortified. Whole Grain Package: 12/8oz/case Brand: Gerber or equal	20 cases						
79	Chips, Fritos, Bulk . Whole Grain, Reduced Fat, Bulk. Package: 8/16oz/case Brand: Frito Lay or equal	800 cases						

7.0 SPECIFICATIONS								
GROUP C: CEREAL/GRAINS				COMPANY NAME:				
Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
80	Chips, Fries. Smart Snack Compliant Various flavors including extreme hot, cheddar and crunchy dill. Package: 72ct/1oz/case Brand: TGI Friday's or equal	1000 cases						
81	Chips, Oven Baked, Flaming Hot, WG, Smart Snack Compliant Package: 104/.875oz/case Brand: Frito Lay or equal	1500 cases						
82	Chips, Oven Baked, Crunchy, WG, Smart Snack Compliant. Package: 104/.875oz/case Brand: Frito Lay or equal	250 cases						
83	Chips, Baked, Corn & Potato Snacks. WG, Smart Snack Compliant. Baked. One package should equal 1.25 oz grain equivalent for the Child Nutrition Program Package: 104/1oz/case Brand: Cheeto or Equal	500 cases						
84	Chips, Tortilla, Baked. WG, Smart Snack Compliant, Reduced Fat Various flavors include Cool Ranch, Nacho Cheese, Sweet Chili, Flamas Package: 72/1oz/case Brand: Frito Lay or equal	2000 Cases						
85	Chips, Potato, Baked. Smart Snack Compliant. Various flavors include original, sour cream and onion, BBQ Package: 60/.875oz/case Brand: Lays or equal	1000 cases						
86	Chips, Crispy Rounds. Whole Grain. Yellow Cornmeal. Unsalted. Package: 3/2 lb Brand: Mexican Original 7957-0621 or equal	1000 cases						
87	Chips, Tortilla, Grab and Go packaging, tearable top, reduced fat Variety flavors include Nacho Cheese and Plain Tortilla rounds Each bag shall equal a minimum of 1 oz grain equivalent towards the child nutrition program. Package: TBD/1.4oz/case Brand: Pepsi Co or equal	250 cases						
88	Cinnis, Mini, Pull-Apart Rolls, Whole Grain. Each pack shall equal 2 ounces grain equivalent for the child nutrition program and contain less than 10% saturated fat. Package: 72 ct/2.29oz IW Brand: General Mills 18000-33686 or equal	1300 cases						
89	Cornbread, Mix Whole Grain rich. Bulk. Each serving size should equal 1 ounce grain equivalent towards the Child Nutrition Program. Package: 6/5lb/case Brand: Heart of Texas #115565 or equal	300 cases						
90	Cookies, Mini. Whole Grain. Various flavors include Chocolate Chip and Oatmeal. Smart Snack Compliant. Minimum 1 oz grain equivalent. Package: 72/1.5oz Brand: Super Bakery 6082, 6083 or equal	200 cases						
91	Crackers, Cheese, Goldfish. Baked, Whole Grain, Smart Snack Compliant No artificial flavors. Each package shall equal a minimum of .7oz and equal 1ounce grain equivalent for the child nutrition program. Package: 300/.75oz/case Brand: Pepperidge Farm #18105 or equal	125 cases						

7.0 SPECIFICATIONS**GROUP C: CEREAL/GRAINS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
92	Crackers, Cheese , Whole Grain, Atomic Cheddar Flavored. Smart Snack Compliant. Each package shall weigh a minimum of .75 oz and equal 1 ounce grain equivalent for the child nutrition program. Package: 175/.75oz/case Brand: Sunshine or equal	100 cases						
93	Crackers, Cheese , Whole Grain, Smart Snack Compliant. Each package shall weight a minimum of .75 oz and equal 1 once grain equivalent for the child nutrition program. Package: 175/.75oz/case Brand: Sunshine or equal	100 cases						
94	Crackers, Graham , Honey, low fat. Whole Grain Each package shall equal 1 oz grain equivalent for the child nutrition program. Package: 72/3 pk/case Brand: MJM or equal	1,000 cases						
95	Crackers, Graham, Waffle . Whole Grain. Apple Cinnamon, Blueberry and Strawberry Flavors. Each package shall be a minimum of .9oz and equal 1 ounce grain equivalent for the child nutrition program. Package: 300/2ct/case Brand: MJM #40500, #40600, #42300	100 cases						
96	Crackers, Graham, Honey Chocolate Chip . Bunny Shaped. Each Package shall meet a minimum of 1 ounce grain equivalent for the child nutrition program. Package: 100/1.25 oz/case Brand: Annies or Equal	50 cases						
97	Crackers, Graham, Bear Shaped . Cinnamon flavored, whole grain. Each package shall meet a minimum of 1 ounce grain equivalent for the child nutrition and be Smart Snack compliant. Package: 48/1oz/case Brand: Nabisco or equal	100 cases						
98	Donut, Holes . Whole grain, yeast risen. Ready to thaw. Product Analysis statement shall state 6 donut holes shall equal 2 ounce grain equivalent towards the child nutrition program. Package: 384/.41oz/case Brand: Rich's #02725 or equal	500 cases						
99	Donuts, Mini , Whole Grain. Chocolate and Powdered Flavored. Each Package shall meet a minimum of 2 ounce grain equivalent for the child nutrition program. Each package shall contain 6 miniature donuts. Package: 72/3oz/case Brand: Super Bakery 6082, 6083 or equal	1300 cases						
100	Donut, Full size , whole grain rich. Ring shape. Package: 84/2.45oz/case Brand: Rich's #14839 or equal	150 cases						
101	Egg Roll, Vegetable , Whole Grain. CN Label shall state one Whole Grain egg Roll equals 1 ounce grain equivalent and 1/4 cup vegetable for the child nutrition program Package: 130/3.1 oz/case Brand: Minh 66048	150 cases						
102	French Toast Sticks , Baked. Whole Grain. IQF. 3 sticks shall equal 2 oz equivalent grains in the child nutrition program. Package: 324/1.18oz/case Brand: Rich's 37722 or equal	1,200 cases						

7.0 SPECIFICATIONS**GROUP C: CEREAL/GRAINS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
103	Granola, Cinnamon. Bulk. 1 oz by weight shall equal 1 oz grain equivalent in the child nutrition program Package: 4/50 oz Brand: M.O.M. or equivalent	250 cases						
104	Muffin Loaf, Mini Loaf. Whole Grain. Banana, Blueberry, Chocolate IW. Each loaf shall equal 1 ounce grain equivalent for the child nutrition program. Package: 90/2oz/case Brand: Super Bakery #9050, #9052, #9054	350 cases						
105	Oatmeal, Quick oats, Whole Grain. sodium free. Package: 12/42oz/case Brand: Ralston or equal	50 cases						
106	Pancake, Buttermilk, Whole Grain, IQF. Each pancake shall equal a minimum of 1.00 oz Grain Equivalent for the Child nutrition Program Package: 144/1.3oz/case Brand: Bakecrafters or Equal	150 cases						
107	Pancakes, Mini Whole Grain. Each IW pouch shall equal 2 ounce grain equivalent for the child nutrition program. Package: 72/3.17oz/case Brand: Pillsbury or Equal Flavors Include: Blueberry Bash Maple Burst'n	1,000 cases						
108	Pasta, Fettucini, Made with 51% Whole Grain. Egg Free. Package: 2/10lbs/case Brand: Barilla or equal	150 cases						
109	Pastas, Whole Grain Lasagna 10", made with 100% WG, Noodles shaped wide, flat and into strips with curcle along each side. Package: 12/14oz/case Brand: American Italian Pasta Company 670426 Heartland or equal	500 cases						
110	Pastas, Whole Grain Spaghetti 10", made with 100% whole grain, ultra grain. Egg Free Package: 2/10lb/case Brand: Barilla or equal	275 cases						
111	Pastas, Whole Grain Rotini, made with 100% whole grain, ultra grain. Egg Free Package: 2/10lb case Brand: Barilla or equal	300 cases						
112	Pastas, Whole Grain Penne, made with 100% whole grain, ultra grain. Egg Free Package: 2/10lb case Brand: Barilla or equal	100 cases						
113	Pastas, Whole Grain Elbow Macaroni made with 100% whole grain, ultra grain. Egg Free Package: 2/10lb case Brand: Barilla or equal	250 cases						
114	Popcorn, Individually packaged, Whole Grain. White Cheddar. Gluten Free. Smart Snack Compliant Package: 72/.5oz/case Brand: Smartfood or Equal	250 cases						
115	Pretzel, Soft, Whole Grain. With Salt Topping. Traditional pretzel shape Each shall equal 2 ounce grain equivalent for the Child Nutrition Program Package: 100/2.2 oz/case Brand: J&J or Equal	300 cases						

7.0 SPECIFICATIONS**GROUP C: CEREAL/GRAINS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
116	Pretzels , Hard Pretzel, heart shaped WG w/reduced sodium Each 1 oz bag should equal 1 ounce grain equivalent per serving Package: 104/0.7oz/case Brand: Rold Gold or Equal	700 cases						
117	Rice, Mexican Infused , long grain, parboiled. Whole Grain 4/38 oz/Case Brand: Uncle Ben's or Equal	1,000 cases						
118	Rice, Oriental Fried , Whole Grain. Egg Free. Package: 84/5.9oz/case Brand: Minh or equal	350 cases						
119	Rice, Brown Converted long grain. Package: 25lbs/bag Brand: Falcon or equal	25 bags						
120	Roll, Hoagie, Wheat , Whole Grain. Fully Cooked. Split Top Hinged Sliced, 6" Package: 72/3oz/case Brand: Bakecrafters #4048 or Equal	1,500 cases						
121	Roll, Pumpkin Swirl. Whole Grain. IW, ovenable film. Each roll shall equal 2 ounces grain equivalent for the child nutrition program and contain less than 10% saturated fat. Package: 36 ct/2.7oz/case Brand: Hadley Farms #373IW or Equal	100 Cases						
122	Scone, Cinnamon Apple Whole Grain. Pre Portioned Pucks. Each Puck Must equal 2 ounce grain equivalent for the child nutrition program. Must not weight less than 3 oz per puck. Package: 96/3 oz case Brand: Fat Cat Scone WGAPL96-2gb or Equal	100 cases						
123	Scone, Cranberry Orange. Whole Grain. Pre Portioned Pucks. Each Puck Must equal 2 ounce grain equivalent for the child nutrition program. Must not weight less than 3 oz per puck. Package: 96/3 oz case Brand: Fat Cat Scone WGCRN96-2gb or Equal	100 cases						
124	Scone, Lemon Drop. Whole Grain. Pre Portioned Pucks. Each Puck Must equal 2 ounce grain equivalent for the child nutrition program. Must not weight less than 3 oz per puck. Package: 96/3 oz case Brand: Fat Cat Scone WGLEM96-2gb or Equal	100 cases						
125	Shells, Taco , Hard, Whole Grain. 5" length. Sodium Free. Sealed in air-tight packs. Package: 8/25ct/case Brand: Mission #07381 or Equal	1000 cases						
126	Snack Mix, Kids , whole grain. Each bag shall include whole grain oat squares, cheese flavored snacks, and heart shape pretzels and equal 1 ounce grain equivalent towards the child nutrition program. Package: 104/.875oz/case Brand: Quaker or equal	100 cases						
127	Toaster Pastry, Frosted. 3.52oz per package. Whole Grain 1 package shall equal minimum 2 grain equivalent towards the child nutrition program Package: 72/3.52oz/case Brand: Kelloggs or Equal <u>List Flavors:</u> <u>Cinnamon</u> <u>Strawberry</u>	1500 cases						

7.0 SPECIFICATIONS**GROUP C: CEREAL/GRAINS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
128	Tortilla, WG Flour, 6" diameter Whole Grain Package: 12/24ct/case Brand: Rudy's or equal	300 cases						
129	Tortilla, WG Flour, 9-10" diameter. Whole Grain. Flavored Package: 12/12ct/case. Cholesterol and Tran Fat Free. Brand: Tyson or Equal Flavors: <u>Cheese Jalapeno</u> <u>Herb Garlic</u> <u>Spinach Herb</u>	250 cases						
130	Tostada Bowl. Whole Grain. Each Bowl shall be 6 inches and equal to 1 ounce grain equivalent towards the child nutrition program. Package: 12/12pk/case Brand: Smokewood or equal	350 cases						
131	Waffle, Jumbo, Squared. Whole Grain Individually frozen. Minimum 1 oz eq grain towards the child nutrition program per waffle. Package: 18/8ct/case Brand: Aunt Jemima or Equal	2,000 cases						
132	Waffles, Mini. Individual packages, Whole Grain One package of waffles must equal 2 ounce grain equivalent for the child nutrition program Package: 72/2.65oz/case Brand: Eggo 92315 or Equal Flavors: <u>Maple</u> <u>Cinnamon</u> <u>Blueberry</u>	500 cases						

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
202	Alfredo Sauce , Product analysis shall state that each 3 oz serving equals 1 oz meat meat alternate Package: 4/6lbs/case Brand: Tabachnic #210710	300 cases						
203	Bacon, Turkey , FC, Crispy. Utilizes white and dark meat. CN label shall state 1 ounce serving shall equal 1 ounce equivalent meat/meat alternate towards the child nutrition program. Package: 12/50slices/case Brand: Jennie-O #271106 or equal	100 cases						
204	Barbecue, Pork . Double rub, no sauce. Shredded platform. There shall be no noticeable gristle. Packed in bags. CN label shall state 2oz meat/meat Alternate per serving for the child nutrition program. Package: 2/5lbs/case Brand: Rich's 09067 or equal	200 cases						
205	Beef, Chicken Fried Beef Patties. Whole Grain . Each patty shall be CN Labeled and equal 2oz meat/meat alternate and 1 ounce grain equivalent for the child nutrition program. Commodity Process Package: 130/3.8oz/case Brand: Advance 2304WG/1-234-20WG	400 cases						commercial price: \$ commodity pass through value: \$
206	Beef, Fajita Strips , FC, Seasoned, CN labeled Each serving shall equal 2oz meat/meat alternate for the child nutrition program. Package: 2/5lbs/cs Brand: Tyson or equal	50 cases						
207	Beef, Ground, Crumbles , FC, CN labeled, with soy total fat shall not exceed 20%. 2.5 oz shall equal 2 oz meat/meat alternate for the child nutrition program. Commodity Processed. Package: 8/5lb/cs Brand: Pierre #9737	1,100 cases						commercial price: \$ commodity pass through value: \$
208	Beef, Meatball , FC, beef blended with soy protein. Total fat not to exceed 30%. Commodity Processed. CN label shall state 5 meatballs equals 2oz meat/meat alternate for the child nutrition program. Package: 960/.5 oz/cs Brand: Advance #3-17-505	500 cases						commercial price: \$ commodity pass through value: \$
209	Beef, Meatloaf , FC, No Soy added. Cheeseburger flavor profile. Each 2.90 oz serving shall equal 2 oz meat/meat alternate for the child nutrition program. Commodity Processed. Package: 100/2.90oz/cs Brand: Advance Pierre #68190/69190	500 cases						commercial price: \$ commodity pass through value: \$
210	Beef, Patty . 100% Beef. Fully Cooked. Product analysis shall state one 3 oz patty shall equal 2.5 oz equivalent meat/meat alternate for the child nutrition program. Package: 180/3 oz/cs Brand: Don Lee Farms or equal	800 cases						
211	Beef, Patty . 100% Beef. Fully Cooked. Product analysis shall state one 2.25 oz patty shall equal 2 oz equivalent meat/meat alternate for the child nutrition program. Package: 240/2.25oz/cs Brand: Don Lee Farms or equal	800 cases						
212	Beef, Sausage Patty . FC, beef blended with soy protein 1 patty shall equal no less than 1 oz equivalent meat/meat alternate for the child nutrition program. Package: 250/1.20 oz/cs Brand: Hot off the Grill N32120B	300 cases						

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
213	Beef, Steak Finger , FC, breaded, chicken fried style, Made with Applesauce Whole Grain. Trans Fat Free. Commodity Processed. Beef blended with TVP. Total fat shall not exceed 30% CN Label shall state 4 steak fingers equals 2oz meat/meat alternate and 1 ounce grain equivalent for the child nutrition program. Package: 495/.97 oz/cs Brand: Advance 68012 or equal	600 cases						commercial price: \$ commodity pass through value: \$
214	Beef, Taco Snack. Whole Grain. Corn , Product analysis shall state that one 5.0 oz taco stick shall equal 2 meat/meat alternate and 2 ounce grain equivalent. Package: 60/5.0oz/cs Brand: Fernando's 5211 or equal	650 cases						
215	Bean Dip, Canned . Product analysis shall state that one can of bean dip equal a minimum of 1 meat/meat alternate for the child nutrition program. Package: 24/3.12 oz/case Brand: Frito Lay or Equal	200 cases						
216	Black Bean Burger , CN Labeled. Burger syle veggie patty made w/ black beans and veggies. Each patty shall provide 2oz equivalent Meat/Meat Alternate for the Child Nutrition Meal Pattern Requirements. Package: 48/2.9oz/case Brand: Morning Star Farms #28989-49938	100 cases						
217	Burrito, Lunch . Filled with Bean, Cheddar Cheese. Bulk or IW. Incased in a Whole Grain Flour Tortilla. CN Label shall state 1 burrito equals 2 oz meat/meat alternate and 2 oz grain equivalent for child nutrition program. Package: 96/5.2 oz/case Los Cabos 97575CN	600 cases						
218	Burrito, Lunch . filled with Black beans and Cheese. Incased in a Whole Grain Flour Tortilla. CN Label shall state 1 burrito equals 2 oz meat/meat alternate and 2 oz grain equivalent for child nutrition program. Package: 80/6.05 oz/case Brand: Los Cabos or equal	50 cases						
219	Burrito, Breakfast , Filled with egg, cheddar cheese and turkey sausage. Cleaner label, IW, encased in a Whole Grain Flour Tortilla CN label shall state 1 burrito equals 1.00oz meat/meat alternate and 1.00 servings grain/bread servings for Child Nutrition Program. Package: 90/3.5oz/case Brand: Fernandos 5228 or equal	1,000 cases						
220	Calzone Kit, Whole Grain. Jalapeno dough. Personal Pizza . pepperoni or cheese blended with mozzarella & provolone. Freezer to oven raw dough, 5.36oz each. Sliced pepperoni and pizza sauce and italian seasoning. CN Label shall state 1 calzone equals 2oz meat/meat alternate, 2 ounce grain equivalent and 1/8 cup vegetable for the child nutrition program. Package: 60/5.36/case Brand: (commercial) Alpha #SP64WJ Brand: (commodity) Alpha #SP64WJ	500 cases						

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
221	Cheese, American, Snack Pack. IW. Product to be packed in 1oz size to meat 1oz serving meat/meat alternate for Child Nutrition Program. Package: 100/1oz/case Brand: School Choice or equal	50 cases						
222	Cheese, American, Bulk, processed. Package: 6/5lbs/case Brand: Land O Lakes or equal	100 cases						
223	Cheese, American, Sliced, processed. 160 count/loaf. Package: 4/5lbs/case Brand: Land O Lakes or equal	100 cases						
224	Cheese, Mozzarella, Part skim, low moisture. Contains no more than 52% moisture. Package: 4/5lbs/case Brand: Schreiber or equal	500 cases						
225	Cheese, Mozzarella, String, IW, string cheese. Product to be packaged in 1oz size to meet 1oz meat/meat alternate for the child nutrition program. Package: 168/1oz/cs Brand: American Heritage or equal	700 cases						
226	Cheese, Parmesan, Grated. Package: 4/5lbs/case Brand: Sorrento or equal	25 cases						
227	Cheese Sandwich, Grilled. Whole grain bread and reduced fat cheese. One sandwich shall equal 2oz meat/meat alternate and 2.0 oz grain equivalent for the child nutrition program. Package: 72/4.31oz/case Brand: Integrated 102000 or equal	500 cases						
228	Cheese Sandwich, Grilled. Turkey Bacon. Whole Grain Bread and reduced fat cheese. One sandwich shall equal 2oz meat/meat alternate and 2 oz grain equivalent for the child nutrition program. Package: 72/4.31z/cs Brand: Integrated 103000 or equal	250 cases						
229	Cheese Sandwich, Breakfast, Grilled. RD, Whole Grain Bread and reduced fat cheese. One sandwich shall equal 1oz meat/meat alternate and 2 oz grain equivalent for the child nutrition program. Package: 72/3.19z/cs Brand: Integrated 131000 or equal	250 cases						
230	Cheese Sticks, Breaded, whole grain, reduced fat. IQF, egg free. 5 pieces shall equal a minimum Of 2.25 ounce equivalent grains and 2 ounce meat/meat alternate towards the child nutrition program. Package: 8/3lb/case Brand: Rich's 65219 or equal	250 cases						
231	Chicken Biscuit, mini, FC, whole grain breaded chicken patty sandwich. CN Label shall state each 3.5oz sandwich equals 1oz meat/meat alternate and 1.75 oz grain equivalent for the child nutrition program. Trans Fat Free Package: 100/3.5oz/case Brand: Pierre #0612 or equal	600 cases						
232	Chicken Bites, Teriyaki chicken made with VPP. Flame broiled. CN label shall state 4 bites equals 2oz meat/meat alternate for the child nutrition program. Package: 400/.75oz/case Brand: Pierre #9879 or equal	500 cases						

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
233	Chicken, Drumsticks , FC. Mesquite Seasoned. Product analysis shall state one drumstick equals 2 oz meat/meat alternate for the child nutrition program. Package: TBD Brand: (commercial) Tyson Brand: (commodity) Tyson	200 cases						commercial price: \$ commodity pass through value: \$
234	Chicken Fajita , FC, seasoned, grill marked, boneless chicken meat. Product analysis shall state 2.8oz equals 2oz meat/meat alternate for the child nutrition program. Package: 8/5lb/cs Brand: (commercial) Tyson Brand: (commodity) Tyson #3522-928	750 cases						commercial price: \$ commodity pass through value: \$
235	Chicken Nugget , FC, Whole Grain breaded chunks. Made with Whole Muscle meat. CN Label shall state 5 nuggets equals 2oz meat/meat alternate and 1 oz grain equivalent for the child nutrition program. Package: 750/.69oz/case Brand: (commercial) Tyson Brand: (commodity) Tyson 70364-928	1,200 cases						commercial price: \$ commodity pass through value: \$
236	Chicken, Breaded, 8 Piece , FC, Whole Grain breaded, includes wings, breasts, drums & thighs. Product analysis shall state 1-2 pieces equals a minimum of 2oz meat/meat alternate and a minimum of 1.0 oz servings grain/bread for the child nutrition program. Package: 57ct/case Brand: (commercial) NA Brand: (commodity) Goldkist 7812	2,600 cases						commercial price: \$ commodity pass through value: \$
237	Chicken Patty , FC, Whole Grain breaded chicken patty with ISP and DWE. CN Label shall state 1 patty equals 2oz meat/meat alternate and 1 serving grain/bread for the child nutrition program. Package: 144/3.4oz/case Brand: (commercial) Tyson Brand: (commodity) Tyson #3857-928	4,000 cases						commercial price: \$ commodity pass through value: \$
238	Chicken Patty , FC, Whole Grain, chopped and formed breaded chicken fillet with rib meat. Bakeable Package: 10lbs/case Brand: Clux Delux #14105 or equal	20 cases						
239	Chicken Patty , FC, Whole Grain spicy breaded chicken fillet with rib meat. Bakeable Package: 10lbs/case Brand: Clux Delux #14110 or equal	20 cases						
240	Chicken Patty, Grilled , FC, unbreaded, grillmarked chicken breast patty with ISP. CN Label shall state 1 patty equals 2oz meat/meat alternate for the child nutrition program. Package: 128/2.5oz/cs Brand: Goldkist #6646 or equal	200 cases						
241	Chicken Patty, Spicy , FC, Whole Grain, hot and spicy breaded chicken patty with VPP. CN Label shall state 1 patty equals 2oz meat/meat alternate and 3/4 serving grain/bread for the child nutrition program. Package: 150/3.23oz/case Brand: (commercial) Tyson Brand: (commodity) Tyson #5567-928	2,100 cases						commercial price: \$ commodity pass through value: \$

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
242	Chicken, Popcorn , FC, Whole Grain, Breaded, formed chicken fritters. CN Label shall state 12 pieces equals 2oz meat/meat alternate and 1.0 servings grain/bread for the child nutrition program. Package: 150 servings/.29/cs Brand: (commercial) Tyson Brand: (commodity) Tyson #70368-928	300 cases						commercial price: \$ commodity pass through value: \$
243	Chicken, Popcorn, Spicy , FC, Whole Grain formed chicken fritters. CN Label shall state 12 pieces equals 2oz meat/meat alternate and 1.0 servings grain/bread for the child nutrition program. Package: 150servings/.29oz/cs Brand: (commercial) Tyson Brand: (commodity) Tyson #70378-928	100 cases						commercial price: \$ commodity pass through value: \$
244	Chicken Rings , FC, Ring shaped chicken chunks, Whole Grain CN Label shall state that 5 rings equals 2oz meat/meat alternate and 1 serving of grain/bread. Package: 490/.74 oz/cs Brand: (commercial) Tyson: 70366-0928 Brand: (commodity) Tyson # 70366-0928	250 cases						
245	Chicken, General Tso's FC. Complete Kit. Boneless, skinless chicken leg meat. Whole Grain battered and breaded with General Tso's sauce. Product Analysis shall state each 3.60 oz serving provides 2oz meat/meat alternate Package: 6/5lbs- chicken, 6/2 lb- sauce Brand: Yangs 5th Taste 8-52724-15563-0 or equal	700 cases						
246	Chicken, Sausage . FC, Apple flavor profile. All natural and casing made from vegetable. No MSG, made with all-natural ingredients. 1 1.5oz link shall equal a minimum of 1 oz meat meat alternate equivalent for the child nutrition program. Package: 1/10lb/case Brand: Jones Dairy Farm or equal	100 cases						
247	Chicken Tender , FC, tender shaped Whole Grain, breaded chicken patty with rib meat. CN Label shall state 3 tenders equals 2oz meat/meat alternate and 1 serving grain/bread for the child nutrition program. Package: 450/1.13oz/cs Brand: (commercial) Tyson Brand: (commodity) Tyson #70334-928	200 cases						commercial price: \$ commodity pass through value: \$
248	Chicken Corn Dog , Whole Grain, Batter wrapped lower fat chicken frankfurter on a stick, fried in oil. Package: 72/4 oz/case Brand: Foster Farms or Equal	200 cases						
249	Chicken Corn Dogs, Mini , Whole Grain, Batter wrapped chicken frankfurters, fried in oil. CN label shall state 6 each shall equal 2 equivalent meat and meat alternates and 2 oz equivalent grains for the child nutrition program. Package: 2/5lbz/case Brand: Foster Farms or Equal	3,100 cases						

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
250	Crispitos, FC. Tightly rolled in a Whole Grain flour tortilla with chicken and various filling. Product analysis shall state each crispito shall equal a minimum of 1 ounce meat/meat alternate and 1 ounce grain equivalent for the child nutrition program. Flavors include: <u>Chick'n Cheese</u> <u>Chicken & Chili</u> Package: 72/2.75oz/case Brand: Tyson or equal	4,000 cases						
251	Corn Dog, Pancake, Maple Turkey Sausage on a Stick. WG 1 each shall weigh no less than 1 meat/meat alternate and 1.0 grain/bread for child nutrition program. Package: 72/2.85/case Brand: Foster Farms or equal	50 cases						
252	Egg, Liquid Package: 15/2lb/case Brand: Rembrandt or equal	30 cases						
253	Egg, Dehydrated Package: 1/50lb Brand: Michaels or Equal	25 cases						
254	Egg, Hard Cooked, CN Label shall state 1oz equals 1oz meat/meat alternate for the child nutrition program. Package: 6/12ct/case Brand: Rembrandt or equal	250 cases						
255	Empanadas, Corn, Whole Grain. Seasoned wrapped in corn masa. 1 serving of empanada shall equal 4.40 oz and provide 2.50 ounce equivalent grain and 2.00 ounce meat/meat alternate towards the child nutrition program. Package: 50/2.2oz/case Brand: D'Gusto Foods or equal Flavors Listed: <u>Beef</u> <u>Chicken</u>	500 cases						
256	Fish Fillets, FC, Alaskan Pollock, Whole Grain breaded, Hoagie shaped CN Label shall state 1 breaded patty equals 2oz meat/meat alternate and 1 serving grain/bread. Once frozen. for the child nutrition program. Package: 44/3.6oz/case Brand: Trident #418318 or equal	400 cases						
257	Fish Nuggets, Flour Breaded FC, Alaskan Pollock, Whole Grain breaded. CN Label shall state 5 nuggets equals 2oz meat/meat alternate and 1.5 servings grain/bread for the child nutrition program. Package: 186/.86oz/case Brand: Trident #462888 or Equal	1,000 cases						
258	Fish Nuggets, Potato Crusted. FC, Alaskan Pollock, Whole Grain. CN Label shall state 4 1 oz nuggets shall provide 2.00 oz meat/meat alternative equivalent and .57 grain equivalent for the child nutrition program. Package: 160/1 oz/case Brand: Highliner #06551C or equal	250 cases						
259	Frankfurter, 6", FC, Turkey 8/1 low sodium CN Label shall state one 2oz frankfurter equals 2oz meat/meat alternate for the child nutrition program. Package: 4/5lb/case Brand: Jennie-O or equal	2,000 cases						commercial price: \$ commodity pass through value:

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
260	Frankfurter, 10" , FC, Turkey CN Label shall state one frankfurter equals 2oz meat/meat alternate for the child nutrition program. Package: 70/case Brand: Jennie-O or equal	350 cases						commercial price: \$
								commodity pass through value:
261	Kolache, Link Sausage,Chicken/Beef Filling with Cheese, WG Product is IW. Product Analysis shall state each kolache equals 1oz meat/meat alternate and 1 servings Whole Grain grain/bread for the child nutrition program. Package: 70/2oz/case IW Brand: LeChi 63728 or equal	3000 cases						
262	Pancake, Wraps, Mini Turkey. Whole Grain, maple flavor profile, 100% grain batter Fully cooked turkey links. CN label shall state 3 wraps shall equal 1 ounce grain equivalent and 1 oz meat/meat alternative for the child nutrition Package: 2/5lb/cs Brand: Foster Farms #96169 or equal	1000 cases						
263	Pizza, Cheese , WG crust pizza shall yield 8 servings. CN Label shall state one pizza slice equals 2oz meat/meat alternate and 2 ounce grain equivalent for the child nutrition program. Each serving should provide no less than 330 calories, no more than 18 grams of fat and no more than 590 mg sodium. Package: 72/5.13 oz/case Brand: Big Daddy's 68591	250 cases						commercial price: \$
								commodity pass through value: \$
264	Pizza, Mexican , Whole Grain. Topped with sausage and cheddar cheese. Crust to be made with Whole Grain flour. CN Label shall state one pizza equals 2oz meat/meat alternate and 2 ounce grain equivalent for the child nutrition program. Package: 72/5.44oz/case Brand: Tony's #68516 or equal	1,500 cases						
265	Pizza, Pepperoni WG crust, Turkey Pepperoni. Each pizza shall yield 8 servings CN Label shall state one slice equals 2oz meat/meat alternate and 2 ounce grain equivalent for the child nutrition program. Each serving should provide no less than 340 calories with no more than 19 grams fat and contain a minimum of 3 grams of fiber with less than 660 mg of sodium. Package: 72/5.66 oz/case Brand: Big Daddy's 68592	250 cases						commercial price: \$
								commodity pass through value: \$
266	Pizza Stick , Whole Grain. Each stick shall weigh no less than 3.9 grams and contribute 1 oz per serving equivalent meat/meat alternate and 2 oz grain equivalent for the child nutrition program. Package: 72/112 g/case Brand: Bosco's Pizza Co #2372	50 cases						
267	Pizza Strip , Breakfast, 2"x6" pizza. Pre-baked. Whole Grain Rich Topped with sausage. CN Label shall state 1 pizza strip equals 1oz meat/meat alternate and 1 ounce grain equivalent for the child nutrition program. Package: 192/2.44oz/case Brand: Gilardi's or equal	800 cases						
268	Quesadilla, Pizza , White chicken with cheese substitute/cheese and salsa between two layers or tortilla. Each quesadilla equals 2 oz equivalent meat/meat alternate, 2 oz equivalent grain and 1/2 cup red/orange vegetables towards the child nutrition program. Package: 96/5oz/case Brand: The Max or equal	500 cases						

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
269	Ravioli , Cheese. Whole Grain. Blend of mozzarella and ricotta cheese. Product analysis shall state that a a serving of ravioli equals 2oz meat/meat alternate and a minimum of 2 oz grain/bread Package: 8/4lbs/case Brand: Tabatchnick 99960 or equal	100 cases						
270	Rib Patty , FC, boneless rib shaped, flame-broiled, patty. Beef Only. Smoke flavoring added. CN Label shall state 1 patty equals 2oz meat/meat alternate for the child nutrition program. Package: 100/2.61oz/case Brand: Advance #723 and 3505 or equal	400 cases						commercial price: \$ commodity pass through value: \$
271	Sandwich, Soybutter Grape . Whole Grain Frozen, IW. Each individually wrapped sandwich shall equal no less than 1 oz meat/meat alternate and 1 oz grain equivalent for the child nutrition program. Package: 72/2.8oz/case Brand: Albie's or equal	1100 cases						
272	Sauce, Cheese , Queso Blanco. Frozen, in bags. There shallbe a minimum of 240 1 oz equivalent servings of meat/meat alternate for the Child Nutrition Program. Package: 1/30lb/case Brand: JTM 5718CE or equal	300 cases						
273	Sausage, Pancake Sandwich . Whole Grain. Maple flavored. chicken or beef sausage between two slices of pancakes. 1 sandwich shall equal no less then 2.4 oz and contribute 1 oz grain equivalent and 1 oz meat/meat alternative for the child nutrition program. Shall be IW. Package: 168/2.4 oz/case Brand: Bakecrafters #9125 or equal	250 cases						
274	Soup, Tomato, canned, condensed. Nutritionally Enhanced. Rich Traditional flavor profile of tomato soup. Package: 12/50oz/case Brand: Campbell's or equal	100 cases						
275	Sticks, Chicken. Whole grain, jalapeno profile. Breaded chicken patties filled with cream cheese. Each serving shall provide 1 oz grain equivalent and 2 oz meat/meat alternate for the child nutrition program. Each stick should weight no less than 1.5 oz.. Package: 112/1.5oz/case Brand: Milford Valley# 003891110 or equal	150 cases						
276	Tamales, Chicken , whole grain, with green sauce. One serving should provide a minimum of 2 oz grain equivalent and 2 oz meat/meat alternate towards the child nutrition program. Package:48/6oz/case Brand: Del Real Foods #783 or equal	500 cases						
277	Tornado, FC . WG made with whole wheat flour. Filled with various fillings. Each Tornado should be Smart Snack approved and ovenable. Package: 3/8/2.79oz/case Brand: Ruiz Foods or equal <u>Various Flavors Listed:</u> <u>Sriracha Chicken</u> <u>Ranchero Beef</u> <u>Southwest Chicken</u> <u>Eggs, Turkey Sausage & Cheese</u>	500 cases						
278	Tuna , Chunk light, water packed. Package: 6/66.5oz/case Brand: Duet or Equal	40 cases						

7.0 SPECIFICATIONS**GROUP D: MEATS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
279	Turkey, Pre Cooked Roast , Breast & Thigh Roast Product Analysis shall state each 2.47 oz serving equals 2oz meat/meat alternate for the child nutrition program. Package: 4/8.5-11.5 lb Brand: (commercial) Jennie-O	100 cases						
280	Turkey Chili , FC and pasteurized. No fillers, pre-seasoned with mild chili seasoning. Boil in a bag. Product analysis shall state each 4.23oz serving equals 2oz meat/meat alternate for the child nutrition program. Package: 4/7lbs/case Brand: (commercial) Jennie-O 28548 or equal	300 cases						
281	Turkey, Ham, Bulk , deli style, 20% water added, pre-cooked smoked and cured. Product analysis shall state each 3.58oz serving of turkey ham equals 2oz meat/meat alternate for the child nutrition program. Package: 2/6lbs/case Brand: (commercial) Jennie-O or equal	200 cases						
282	Turkey, Ham. Diced 1/2". Deli Style 5% water added, smoked and cured. IQF, CN labeled, contains no allergens or gluten. Package: 2/5lb/case Brand: (commercial) Jennie-O or equal	200 cases						
283	Turkey, Ham. Sliced . 1/2 oz sliced. 94% fat free, gluten free. 5% water added. Product Analysis shall state 6 slices shall equals 2oz meat/meat alternate for the Child Nutrition Program. Package: 12/1lbs/case Brand: (commercial) Jennie-O 2565 or equal	300 cases						commercial price: \$
								commodity pass through value:
284	Turkey Sausage Link , Pre-cooked. Each patty shall equal 1oz meat/meat alternate. Allergen and gluten free Package: 160/1oz/case Brand: Jennie-O or equal	700 cases						commercial price: \$
								commodity pass through value:
285	Turkey Sausage Patty , FC, Seasoned, Round Shaped. Each patty shall provide 1oz Meat/Meat Alternate for the Child Nutrition Meal Pattern Requirements. Package: 420/1.15oz/case Brand: Advance #293240 or Equal	150 cases						
286	Turkey, Sliced , Oven roasted. 99% fat free. Reduced sodium, 1/2 oz sliced. Product Analysis shall state 6 slices shall equals 2oz meat/meat alternate for the Child Nutrition Program. Package: 12/1lbs/case Brand: (commercial) Jennie-O 2099 or equal	350 cases						commercial price: \$
								commodity pass through value:
287	Yogurt , 4 oz cup. No High Fructose Corn Syrup CN Label or Product Analysis shall state 1 cup equals 1oz meat/meat alternate for the child nutrition program. Sugar should not exceed 15 grams per 4 oz cup. program. List Flavors: _____ Package: 48/4 oz Brand: Upstate or equal	6000 cases						
288	Yogurt , Bulk. No High Fructose Corn Syrup CN Label or Product Analysis shall state 1 cup equals 1oz meat/meat alternate for the child nutrition program. List Flavors: _____ Package: 6/32 oz Brand: Upstate or equal	1800 cases						

7.0 SPECIFICATIONS**GROUP E: CONDIMENTS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
133	Bacon Bits, Turkey , FC. Refrigerated. No allergens or gluten. Sodium not to exceed 450 per serving. Package: 12/1.5lb/case Brand: Jennie-O# 871602 or equal	200 Cases						
134	Cream Cheese , Light, cup. Variety of flavors Package: 100/.75oz/case Brand: Kraft or equal	100 cases						
135	Creamer , Bulk, cholesterol free, sodium free & dairy free. Contains no preservatives. Package: 24/12oz/case Brand: NJoy or equal	10 cases						
136	Creamer , Individual package. Cholesterol free, sodium free & dairy free. Contains no preservatives. Package: 1000/2.5gm/case Brand: Cream White or equal	10 cases						
137	Dipping Cup , Barbecue. Package: 100/1oz/case Brand: Grand Gourmet or equal	300 cases						
138	Dipping Cup , Honey mustard. Package: 100/1oz/case Brand: Grand Gourmet or equal	50 cases						
139	Dipping Cup , Sweet and sour, mild. Package: 100/1oz/case Brand: Grand Gourmet or equal	50 cases						
140	Dressing, 1000 Island , FF, individual package. Shelf stable. Package: 100/1.5oz/case Brand: Taste Pleasers or equal	25 cases						
141	Dressing, French , FF, individual package. Shelf stable. Package: 100/1.5oz/case Brand: Grand Gourmet or equal	25 cases						
142	Dressing, Honey mustard , individual cup. Shelf stable. Package: 60/1.5oz/case Brand: Ken's or equal	50 cases						
143	Dressing, Italian , Bulk, fat free. Package: 4/1gallons/case Brand: Ken's or equal	75 cases						
144	Dressing, Italian , creamy, individual package. Package: 200/12gm/case Brand: Poco Pac or equal	100 cases						
145	Dressing, Italian , FF, individual package. Shelf stable. Package: 100/1.5oz/case Brand: Taste Pleasers or equal	100 cases						

7.0 SPECIFICATIONS**GROUP E: CONDIMENTS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
146	Dressing, Ranch , buttermilk, individual package. Package: 200/12gm/case Brand: Poco Pac or equal	2,200 cases						
147	Dressing, Ranch , buttermilk, FF. Individual package. Shelf stable. Package: 100/1.5oz/case Brand: Taste Pleasers or equal	500 cases						
148	Dressing, Ranch, Bulk. Buttermilk Package: 1/1gal/case Brands: Ken's or equal	25 cases						
149	Dressing, Ranch Mix. Contents on one package yields one gallon. Package: 18/3.2oz/case Brand: Foothill Farms #00101 or equal	50 cases						
150	Dressing, Salad , not less than 35% - 37% oil, whipped. Package: 1/gallon/container Brand: Kens or equal	25 containers						
151	Gravy Mix , Dry mix, peppered style, WG. Package: 6/24oz/case Brand: Pioneer 212642 or equal	150 cases						
152	Guacamole , Avocados and spices, packed in air tight bags. Package: 6/2lbs/case Brand: Cul Fresh or equal	300 cases						
153	Jelly , Portion control packets.. Assorted flavors Package: 200/.5gm/case Brand: Americana or equal	500 cases						
154	Jelly , Bulk, Grape, Strawberry or Mixed Fruit 6/#10 can Brand: Gardenclub or equal	20 cases						
155	Juice, Lemon , from concentrate, bulk. Package: 1/gallon/container Brand: Real Lemon or Equal	50 containers						
156	Juice, Lemon , individual package. Package: 200/4gm/case Brand: Poco Pac or equal	100 cases						
157	Juice, Lime. From Concentrate, bulk PackageL 1/gallon/container Brand: Diamond Crystal or Equal	50 containers						
158	Ketchup, Bulk , Grade A Fancy, extra thick. Package: 6/#10 can/case Brand: Hunts or equal	50 cases						
159	Ketchup, Individual package , Grade A Fancy, low sodium ketchup, smooth and free flowing, tomato red color. Package: 1000/9gms/case Brand: Heinz or equal	3,000 cases						

7.0 SPECIFICATIONS**GROUP E: CONDIMENTS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
160	Ketchup, Sriracha , Portion Controlled. Package: 1000/8gms/case Brand: Red Gold or equal	500 cases						
161	Marinara Sauce. Reduced Sodium, Gluten Free, Allergen Free 1 oz Cups Package: 25/1 oz cups Brand: Red Gold or equal	300 cases						
162	Margarine , Individual package. Butter Flavored Package: 900/5gm/case Brand: Venturas or equal	100 cases						
163	Mayonnaise, Bulk , Reduced Calorie. Package: 1/1gallon/container Brand: Kens or equal	200 containers						
164	Mayonnaise, Individual package , fat free. Package: 200/12gm/case Brand: Heinz or equal	700 cases						
165	Mustard, Bulk , prepared, salad type, mild yellow. Package: 1gallon/container Brand: Red Boy or equal	25 containers						
166	Mustard , Individual package. Package: 500/4.5gm/case Brand: Americana or equal	350 cases						
167	Pepper, Black , Individual package. Package: 1/14oz/case Brand: Best Maid or equal	250 cases						
169	Relish , Sweet, individual package. Package: 200/9gm/case Brand: Americana or equal	25 cases						
170	Salsa, Medium Flavored. Package: 4/1gallon/case Brand: Sa Farms or equal	25 cases						
158	Salt , Iodized, individual package. Package: 3/1000/case Brand: Diamond Crystal or equal	100 cases						
171	Sauce, Alfredo , low sodium, reduced fat Package: 4/6lb/case Brand: Tabatchnick or Equal	100 cases						
172	Sauce, Barbecue , hickory flavor, all natural ingredients, low sodium, no artificial color, flavor or starch fillers. Package: 4/1gallon/case Brand: Little Pig or equal	150 cases						
173	Sauce, Cocktail , individual package. Package: 200/12gm/case Brand: PPI or equal	10 cases						
174	Sauce, Enchilada , mild. Package: 6/#10cans/case Brand: Casa Fiesta or equal	50 cases						

7.0 SPECIFICATIONS**GROUP E: CONDIMENTS****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
175	Sauce, Soy , Bulk. Reduced Sodium Package: 1gallon/container Brand: Diamond Crystal or equal	20 containers						
176	Sauce, Soy , individual package. Reduced Sodium Package: 200/case Brand: Kikkoman or equal	100 cases						
177	Sauce, Sweet and Sour , bulk. Package: 1gallon/container Brand: La Choy or equal	10 containers						
178	Sauce, Sweet and Sour , PC Package: 100/1oz/case Brand: Tasty Pleasure or equal	25 cases						
179	Sauce, Tartar , individual package. Package: 200/12gm/case Brand: PPI or equal	50 cases						
180	Sauce, Teriyaki , bulk. Package: 1gallon/container Brand: Kikkoman or equal	20 containers						
181	Sauce, Worcestershire , bulk. Package: 1 gallon/container. Brand: French's or equal	25 containers						
182	Seasoning, Tajin. Sachet (Alliance) bulk. Low Sodium Package: 1000/1gm/case Brand: Mexilink Tajin	1000 cases						
183	Sugar , Individual package. Package: 1/2000/case Brand: Imperial or equal	25 cases						
184	Sugar Substitute , Individual package. Package: 2000/.035ozpkts/case Brand: Splenda or equal	25 cases						
185	Syrup , Maple flavors, individual package. Package: 100/1.5oz/case Brand: Americana or equal	2,500 cases						
186	Syrup, Sugar Free , maple flavor, individual package. Package: 100/1oz/case Brand: Smucker's or equal	100 cases						

7.0 SPECIFICATIONS**GROUP F: VEGETABLES****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
358	Beans, Baked , vegetarian, FC, reduced sodium. Package: 6/#10cans/case Brand: Bush's Best or equal	1000 cases						
359	Beans, Black , seasoned, FC. Low sodium. Package: 6/#10cans/case Brand: Bush's Best or equal	150 cases						
360	Beans, Garbanzo. FC, reduced sodium. Package: 6/#10/case Brand: Hanover or equal	100 cases						
361	Beans, Kidney, red, dark , reduced Sodium Package: 6/#10cans/case Brand: Hanover or equal	100 cases						
362	Beans, Pinto , low sodium. Package: 6/#10cans/case Brand: Bush's Best or equal	1000 cases						
363	Beans, Pinto , chili style. Package: 6/#10cans/case Brand: Hanover or equal	100 cases						
364	Beans, Ranch Style Package: 6/#10/case Brand: Ranch Style or equal	150 cases						
365	Beans, Refried. Package: 6/#10cans/case Brand: Casa Fiesta or equal	100 cases						
366	Blackeye Peas Package: 6/#10cans/case Brand: Hanover or equal	10 cases						
367	Broccoli , Florets, Grade A, Fancy, frozen. Package: 12/2lbs/case Brand: Flav r pac or equal	1200 cases						
368	Broccoli , Normandy Mix, Frozen. Grade A. Contains Broccoli, Cauliflower, Carrots. Package: 1/20lb/case Brand: Flav r pac or equal	600 cases						
369	Carrots , Sliced, frozen, smooth, IQF. Package: 12/2lbs/case Brand: Flav r pac or equal	300 cases						
370	Chickpeas, roasted and packaged , certified gluten free, all-natural clean label. Lightly salted profile. One serving shall equal a minimum of 1/4 cup bean legume or 1 oz of meat/meat alternate towards the child nutrition program. Package: 250/.75oz/case Brand: The Food Bean Roasted Chickpeas or equal	100 cases						
371	Corn , Whole kernel, bright golden yellow, Grade A Fancy, sweet. Frozen. Package: 1/20lb/case Brand: Garden Fresh or equal	500 cases						

7.0 SPECIFICATIONS**GROUP F: VEGETABLES****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
372	Mixed Vegetables , Frozen, blend of 4 equal parts; peas, green beans, carrots, and corn, Grade A. Package: 20lbs/case Brand: Garden Fresh or equal	400 cases						
373	Mixed Vegetables , Frozen, Oriental blend. Contains broccoli, mushrooms, red peppers, and french cut green beans. Grade A. Package: 6/4lb/case Brand: Flav r pac or equal	100 cases						
374	Olives , Black, sliced, ripe. Dark brown to black in color. Package: 6/#10cans/case Brand: Del Destin or equal	25 cases						
375	Onion Rings , WG, breaded. Bakeable. Package: 178/2.69oz/case Brand: Tasty Brands or equal	300 each						
376	Mushrooms Package: 6/#10cans/case Brand: Celebrity or equal	25 cases						
377	Peas , English, green, sweet, Grade A, IQF Package: 1/20lb/case Brand: Norpac or equal	100 cases						
378	Peas , Sugar Snap, frozen, IQF Package: 12/2lbs/case Brand: Norpac or equal	600 cases						
379	Peas and Carrots , Frozen. Grade A, 60-40 blend. Package: 12/2.5lbs/case Brand: Norpac or equal	150 cases						
380	Pepper , Jalapeno slices. Uniform shape, 3/8" thick. Green, firm and crisp. Package: 6/#10 cans Brand: Lacomadre or equal	300 cases						
381	Picante Salsa , mild, nutritionally enhanced. Package: 6/#10 cans Brand: Red Gold or equal	100 cases						
382	Pickles, Chips, Kosher Dill Grade A, fancy, refrigerated. Low sodium. Each serving size should not exceed 180 mg of sodium. Package: 1/5gallon/case Brand: Hunn's Private Stock or equal	350 cases						
383	Pickles , Whole, dill. Package: 4/1gallon/case Brand: Best Maid or equal	150 cases						
384	Pizza Sauce , with basil. Package: 6/#10cans/case Brand: Red Gold or equal	25 cases						

7.0 SPECIFICATIONS**GROUP F: VEGETABLES****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
385	Potatoes , Batter dip, zesty flavor. Crunchy. Bakeable Sidewinder shape. Package: 6/4lb/case Brand: JR Simplot or equal	300 cases						
386	Potatoes , real mashed, complete. Dehydrated flake Package: 12/26oz/case Brand: Idahoan #10029700003132 or equal	800 cases						
387	Potatoes , French Fries, frozen, straight cut, regular moisture, Ovenable. Package: 6/5lbs/case Brand: McCain MCX04717 or equal	2000 cases						
388	Potatoes , Oven roasted, 10 cut crinkle cut wedge. Grade A standard. Oil roasted, 0g Trans fat per serving Processed in Non-Hydrogenated vegetable oil Package: 6/5lbs/case Brand: Simplot or equal	2,000 cases						
389	Potatoes , Oven roasted, wedges, skin-on, 99% Fat Free. Zero grams of Trans Fat, coated with non-hydrogenated Canola oil. Package: 6/5lbs/case Brand: Supreme or Equal	400 cases						commercial price: \$
390	Potatoes , Smiles, formed mashed potatoes, Grade A, fried in vegetable oil. 4 smiles shall equal 1/2 cup vegetable serving. Package: 6/4lbs/case Brand: Ore Ida or equal	1200 cases						commodity pass through value:
391	Potatoes, Spiral, Crispy , Bakeable, Seasoned. Contains no known allergens. One serving meet Smart Snack Standards. Package: 6/4lb/cases Brand: McCain 1000004108 or equal	1000 cases						
392	Potatoes , Hashbrown, Tri-Taters. Individual Portions 2 tri-taters equal 1/2 cup vegetable starchy towards the Child Nutrition Program. Package: 6/5#/case Brand: Simplot or Equal	500 cases						
393	Potatoes , Puffs. Zero grams Trans fat. 8 puffs shall equal 1/2 cup veg. serving Package: 6/5lbs/case Brand: Simplot or equal	1000 cases						
	Package: 12/3lbs/case Brand: Garden Fresh or equal	cases						
395	Squash, Yellow, Sliced, Frozen Package: 12/3lbs/case Brand: Garden Fresh or equal	150 cases						

7.0 SPECIFICATIONS**GROUP F: VEGETABLES****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
396	Sweet Potato Puffs Zero grams of Trans Fat per serving. Grade A hashbrowns/formed sweet potatoes Package: 6/2.5lbs/case Brand: Simplot or equal	800 cases						
397	Tomato , Paste, course texture, tomato red color. Package: 6/#10cans/case Brand: Heinz or equal	400 cases						
398	Tomato , Sauce, course texture, tomato red color. Package: 6/#10cans/case Brand: Red Pack or equal	700 cases						
399	Tomatoes , Crushed, concentrated, course texture, tomato red color. Package: 6/#10cans/case Brand: Red Pack or equal	75 cases						
400	Tomatoes , Whole, peeled. Package: 6/#10cans/case Brand: Angela Mia or equal	25 cases						
401	Tomatoes & Green Chilies Package: 12/28oz/case Brand: Red Gold or equal	350 cases						
402	Vegetable Blend , Frozen. IQF. Blend to include broccoli, carrots and cauliflower. Package: 20lb/case Brand: Garden Fresh or equal	250 cases						
403	Zucchini , Sliced, frozen. Package: 20lbs/case Brand: Garden Fresh or equal	125 cases						

7.0 SPECIFICATIONS								
GROUP G: FRUITS				COMPANY NAME:				
Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
187	Applesauce , Grade A, Fancy, medium sweet. Package: 6/#10cans/case Brand: Lucky LF or equal	25 cases						
188	Apricots , Sliced, Grade A, light syrup. Package: 6/#10cans/case Brand: Libby's or equal	25 cases						
189	Apples , Sliced, Grade A, Packed in Water Package: 6/#10cans/case Brand: Stokely or Equal	25 cases						
190	Blueberries , Whole, IQF Package: 2/5lbs/case Brand: Jasper or equal	200 cases						
191	Cranberry , Sauce, jellied. Package: 6/#10cans/case Brand: Ocean Spray or equal	25 cases						
192	Craisins , IW. Blueberry, strawberry flavored 1 foil package shall equal 1/2 serving of fruit in the child nutrition program. Shall weigh no less than 1.16 oz Sweetened only with juice. No added sugar Package: 1.16 oz package Brand: Ocean Spray or equal	100 cases						
193	Craisins , Bulk. Blueberry, strawberry flavored 1/4 cup shall equal 1/2 serving of fruit in the child nutrition program. Sweetened only with juice. No added sugar Package: 10 lb package Brand: Ocean Spray or equal	10 cases						
194	Oranges , Mandarin, whole sections, packed in light Syrup. Package: 6/#10cans/case Brand: Duet or equal	3,000 cases						
195	Mixed Fruit , Grade B, light syrup, uniformly diced. Package: 6/#10cans/case Brand: Libby's or equal	300 cases						
196	Peaches , Sliced, Grade B, yellow cling, light syrup. Package: 6/#10cans/case Brand: Packer or equal	100 cases						
197	Pears , Diced, Bartlett, Grade B, light syrup. Package: 6/#10cans/case Brand: Seneca or equal	100 cases						
198	Pineapple , Tidbits, packed in natural juice. Package: 6/#10cans/case Brand: Duet or equal	700 cases						

7.0 SPECIFICATIONS**GROUP G: FRUITS****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
199	Raisins, unflavored , individual package, seedless. Package: 144/1.5oz/case Brand: Packer or equal	100 cases						
200	Raisins, Individual packages. Naturally Flavored Grade A, no fat, no cholesterol. Various Flavors include No added sugar. Package: 250/1.3oz/case Brand: Amazing Raisin or equal	100 cases						
201	Strawberries , Sliced, frozen. IQF Package: 6/6.5lbs/case Brand: Valleymaid or equal	350 cases						

7.0 SPECIFICATIONS**GROUP H: PAPER/CHEMICAL****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
304	Apron, bib , White, Pencil Pocket. Package: 1/12/ct Brand: Intedge or equal	30 cases						
305	Bag , bun pan. Package: 2000/17"X37"/case Brand: Foodhandler or equal	200 cases						
306	Bag , Cookie, small. 5.5" X 5.5" dimensions Package: 2000/box Brand: Foodhandler or equal	75 cases						
307	Bag , French Fry Package: 2000/3.5"X4.5"/case BrandL Bagcraft or equal	100 cases						
308	Bag, Paper, brown, 6 lb. Package: 500ct/case BrandL Duro or equal	200 cases						
309	Bag , Sandwich, Clear, Flip Top. Package: 2000/6.5"X7"/case BrandL Foodhandlr or equal	250 cases						
310	Bag , utility fryer ,52ml clear Package:1000/6"X3"X12"/case BrandL AEP or equal	20 cases						
311	Bleach Package: 6/96oz/case Brand: Packer or equal	300 cases						
312	Bowl , Black, 24 oz polystyrene. w/Clear Dome Lid Package: 500ct/case Brand: Invisibowl or equal	250 cases						
313	Bowl , Clear, 32oz, combo pack, with leak proof dome lid. Package: 252ct/case Brand: Dart or equal	800 cases						
315	Bowl , Foam, 6oz, white, insulated. Package: 1000/case Brand: Dart or equal	25 cases						
315	Bowl , Foam, 8oz, white, insulated. Package: 1000/case Brand: Dart or equal	100 cases						
316	Box, Pizza, 16" Package: 50/1 ct Brand: Rock Tenn or Equal	15 cases						
317	Cap, Paper white Package: 10/100ct/case Brand: Dellucap or equal	5 cases						
318	Circle , Cardboard, 16" diameter. Package: 100/16"circles/case Brand: JSC or equal	75 cases						

7.0 SPECIFICATIONS**GROUP H: PAPER/CHEMICAL****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
319	Cleaner, Floor, Tide Package: 100/1.5oz/case Brand: P&G or Equal	150 cases						
320	Container, compartmentalized hinged , clear. 3 sections Package: 200/9X9X3/case Brand: Clearview or Equal	100 cases						
321	Container, Lunch, with handle. Clear. Minimum 18 mil thick Package: 1/100ct/case Brand: Park pak or equal	100 cases						
322	Container , 1 pkt Dipping Container (2 oz cup) Package: 500/case Brand: park pack #82612 or equal	150 cases						
323	Container , 4oz, insulated foam. Package: 1000/case Brand: Dart #4J6 or Equal	50 cases						
324	Container , Offer vs. Serve, clear, .075ml thick, approx. 3" square, 1" deep, to fit 4oz, 6 oz and 8 oz product. Package: 2500/case Brand: ParPak or equal	2,000 cases						
325	Cup, Souffle 2oz, translucent. Package: 12/200ct/case Brand: Dixie or equal	300 cases						
326	Cup, Soup . Cup and Lid combo. 8 oz paper, white Package: 250/1ct/case Brand: Dart #KHB8A-2050 or equal	100 cases						
327	Cup, Soup . Cup and Lid combo. 16 oz paper, white Package: 250/1ct/case Brand: Dart or equal	100 cases						
328	Cup, 4oz , translucent. Package: 2500/case Brand: Par pak or equal	300 cases						
329	Cup , Clear, 12oz, squat. Package: 1000/case Brand: Dart or equal	50 cases						
330	Cutlery Kit , Wrapped in clear food grade film. Includes medium wt. fork, milk straw, 5-3/4" length and 10"x10", 1 ply napkin. White. Package: 1000/case Brand: Wallace or equal	3,000 cases						
331	Cutlery Kit , Wrapped in clear food grade film. Includes medium wt. poly propylene fork & knife, 13"x13" 1-ply napkin. White. Package: 500/case Brand: Wallace or Equal	3,000 cases						

7.0 SPECIFICATIONS**GROUP H: PAPER/CHEMICAL****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
332	Foil, Heavy Duty 18X1000 Package: 1/1ct/roll Brand: HFA or equal	150 cases						
333	Gloves, Poly , embossed, Large Package: 10/100ct/case Brand: Job Select or equal	250 cases						
334	Gloves, Nitrile, Large Package: 4/250ct/case Brand: Job Select or equal	125 cases						
335	Gloves, Nitrile, Medium Package: 4/250ct/case Brand: Job Select or equal	300 cases						
326	Gloves, Nitrile, Small Package: 4/250ct/case Brand: Job Select or equal	10 cases						
337	Gloves, Nitrile, Extra Large Package: 4/250ct/case Brand: Job Select or equal	50 cases						
338	Knife , Medium weight, white. Package: 2/500/case Brand: Wallace or equal	10 cases						
339	Label, Shelf Life, Dissolvable . 2"X3" rectangle Package: 1/250ct/case Brand: Date It or equal	400 cases						
340	Lid , Clear food container, vented, dome, translucent. To fit 6 & 8oz bowl. Package: 1000/case Brand: Dart #20DLVDART or equal	150 cases						
341	Lid , Clear souffle to fit 2oz cup #B200. Package: 2500/case Brand: Solo #PL2 or equal	300 cases						
342	Lid , Clear souffle to fit 3 to 4oz cup #P400. Package: 2500/case Brand: Solo #PL4 or equal	150 cases						
343	Lid , Dome, PLS, clear, to fit 12oz cup. Package: 1000/case Brand: Conex or equal	50 cases						
344	Lid , Vented, white, to fit 4oz container #4J6. Package: 1000/case Brand: Dart #6JL or equal	50 cases						
345	Pad , Scour, Gen Pur, Green 6"X9" Package: 1/10ct/case Brand: ACS or equal	350 cases						
346	Plate , 6", concord, white, styrofoam. Package: 1000/case Brand: Placesetter or equal	25 cases						

7.0 SPECIFICATIONS**GROUP H: PAPER/CHEMICAL****COMPANY NAME:** _____

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
347	Plate , 9", Quiet Classic, white, styrofoam. Package: 500/case Brand: Placesetter or equal	25 cases						
348	Spoon , Plastic, medium wt. polystyrene, white. Package: 1000/case Brand: I Pack or equal	1,500 cases						
349	Straws , Milk straws, wrapped, white.5.75" slim Package: 24/500/case Brand: JRMI or equal	100 cases						
350	Tray , #100, paper, 1#, polycoated. Red plaid design. Package: 1000/case Brand: SQP or equal	1000 cases						
351	Tray , #300, paper, 3#, polycoated. Red plaid design. Package: 500/case Brand: SQP or equal	1,200 cases						
352	Tray , 5-compartment, various colors black and white Package: 500/case Brand: Pactiv or equal	9,500 cases						
353	Wrap, Foil, Cheeseburger , 10.5X14. Honeycomb insulated. Package: 4/500ct/case Brand: Bagcraft or equal	50 cases						
354	Wrap, Foil, Chicken 10.5X14 Honeycomb insulated. Package: 4/500ct/case Brand: Bagcraft or equal	250 cases						
355	Wrap, Foil, Hamburger 10.5X14 Honeycomb insulated. Package: 4/500ct/case Brand: Bagcraft or equal	50 cases						
356	Wrap, Foil, Potato 9X10.75 Package: 6/500/ct Brand: HFA or equal	75 cases						
357	Wrap, Foil, Silver. 10.5X14 Honeycomb insulated Package: 4/500ct/case Brand: Bagcraft or equal	150 cases						

7.0 SPECIFICATIONS**GROUP I: MISCELLANEOUS****COMPANY NAME:**

Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
289	Cookies, Holiday themed , various, FC, IW, whole grain. Each cookie shall equal .75 ounce grain equivalent towards the child nutrition program. Package: 150/.75oz/case Brand: Buena Vista or Equal	250 Cases						
290	Cupcake, whole grain . 51% whole grain, frozen IW, printed film with no sprinkles. Each cupcake should equal .5 oz grain equivalent towards the child nutrition program and meet 30% or less calories from fat and 30% or less sugar by weight. Package: 72/1.5oz/case Brand: Super Bakey #9478 or equal	250 cases						
291	Dough, Cookie , Frozen dough pucks. Delicious Essentials Reduced Fat Cookies. Made with whole grains. Total fat must not exceed 30% calories, saturated fat must not exceed 10% calories and sugar must not exceed 10 grams per ounce. Flavors must not include peanuts or tree nuts. Must meet Smart Snacks. Package: 240/1.5oz/case Brand: Otis Spunkmeyer <u>List Flavors:</u> Chocolate Chip or equal: _____ Carnival or equal: _____ Oatmeal Raisin or equal: _____ Sugar or equal: _____	1500 cases						
292	Fruit Bars, frozen , all natural ingredients. Smart Snack Compliant. Each bar shall contain real fruit. Package: TBD...cases requested Brand: Yumi Helados Mexico or Equal <u>List Flavors:</u> Lime Fruit or qual: _____ Strawberry Fruit or equal: _____ Watermelon Fruit or equal: _____ Pineapple Fruit or equal: _____ Tamarino Fruit or equal: _____ Cucumber Chili or equal: _____	250 cases						
293	Fruit Pocket , frozen, whole grain, real fruit filling, dye free. <u>Flavors:</u> Apple and Cherry Package: 120/2oz/case Brand: Horizon or equal	200 cases						
294	Glaze, Honey Dip . Should provide glossy shine with good clarity. Allergen free. Package: 1/24lb/pail Brand: Rich's #21506 or equal	100 cases						

7.0 SPECIFICATIONS								
GROUP I: MISCELLANEOUS				COMPANY NAME:				
Item Number	Description	Estimated Usage	Brand	Product Code	Vendor Code	Pkg/ Size	Unit Price	Case Price
295	Ice Cream, Bar , various flavors. Each bar should be Smart Snack Compliant. Low fat. Flavors or equal: Chocolate Sundae Crunch Bar Strawberry Sundae Crunch Bar Fudge Bar Orange Dream Bar Package: 2dz/3oz/case Brand: Blue Bunny or equal	350 cases						
296	Ice Cream, Cup . Low Fat mix of chocolate and vanilla ice cream. Package: 4/1dz/1oz/case Brand: Blue Bunny or equal	150 cases						
297	Italian Ice , Cup with fruit juice. No sugar added. Dye free. Fortified with Vitamin C (20% RDA) Seasonal Theme Cups. Shall be Smart Snack Compliant. Package: 90/4oz/case Brand: Rosatti or equal	600 cases						
298	Jerky, Beef . Reduced Sodium. Each package of Beef Jerky Shall be Smart Snack Compliant. Flavors available should include: Original, Pepper and Teriyaki Package: 48/.85 oz Brand: Jack Links or Equal	75 cases						
299	Jerky, Chicken . Strip platform. Each package of Chicken Jerky Shall be Smart Snack Compliant. Package: 6/12/ct/case Brand: Jack Links or Equal	40 cases						
300	Juice, canned . 100% fruit juice, no sugar added. Must be Smart Snack compliant. Flavors or equal: Mixed Berry, Strawberry Kiwi, Strawberry Melon, Tropical Punch Package: 24/8oz/case Brand: Fruit 66 or equal	1500 Cases						
301	Marshmallow Crème , Trans fat free. Calories should not exceed 380 per 100 grams. Individual pouches. Package: 8/33.5oz/case Brand: MallowCreme #64708 or equal	200 cases						
302	Snack, Fruit . Each package of Fruit Snacks shall be Smart Snack Compliant. All Natural, Dye Free. Flavors available should include: Berrie/Cherrie & Mixed Fruit Package: 144/1.55oz/cs Brand: Welch's or Equal	500 cases						
303	Slush, packaged, pouch , No Sugar Added. 100% Fruit Juice. dye free, shelf stable, all natural. Flavors or equal: Dragon Punch, Kiwi Strawberry, Sour Apple, Orange Mango Lemonade, Package: 60/4oz/case Brand: Cool Tropics or equal	600 cases						

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8.0 PROPOSAL FORM/SUBMISSIONS

8.1.0 Pricing

8.2.0 Discounts provided on price lists and catalogs — Detail the average discount provided by the Vendor on stated prices.

8.3.0 Freight, Delivery, Inspection & Acceptance

All deliveries shall be **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, and Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during SBISD's Regular Hours.

If defective or incorrect products are delivered, SBISD may make the determination, at its sole discretion, to return the products to Vendor at no cost to SBISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

8.3.1 Describe Vendor's service procedure and state the proposed time frame from customer request to product or service delivery and completed.

8.3.2 Describe how Vendor deals with shipping delays. How does Vendor notify its customers of delays?

8.3.3 Detail Vendor's average percentage of on-time delivery.

8.4.0 Technical Resources (if applicable)

a) Describe what technical resources Vendor will provide to support SBISD's projects.

b) Describe the measurement options Vendor intends on providing SBISD.

8.5.0 Training (if applicable)

a) Describe how Vendor will interact with SBISD. Include a process map.

b) Describe Vendor's training program with SBISD staff and a proposed schedule of topics and include any proposed training literature or materials.

c) Indicate who will be providing training, including their title, telephone number, fax number and e-mail address. Include résumé.

d) Indicate who will be providing technical assistance, including their title, telephone number, fax number, and e-mail address. Include résumé.

e) Describe the scope of training opportunities Vendor will make available to SBISD, as needed.

8.6.0 Products & Services Summary Matrix

Provide a matrix that will allow SBISD to readily appraise Vendor's products and service offering versus other respondents, if available.

8.7.0 Value Add Services Description

Include any additional information you think SBISD should have when making their decision to select awarded Vendors. What valued added options does Vendor offer that are not defined or addressed in this format? If they are best described in the line item format, please add to designated area at the end of the line item list.

PROPOSAL FORM, continued

8.8.0 Proposal Questionnaire. Questions in this package shall be completed and returned with the proposal. Offerors shall answer each question. Use additional pages if necessary, maintaining proper identification of items. If any question is not applicable (N/A) to your proposal, Offeror shall indicate in space for answering the question "N/A" rather leaving the question blank.

8.9.0 Information on Your Organization. Submit general information about your organization. Comment in detail any potential changes anticipated in the organization structure or ownership. The District requires that if there are changes made in your organization which may affect the proposal submitted or the contract to be entered into with the District, it shall be incumbent upon the new organization to comply and meet with the terms of the proposal submitted and/or negotiated.

8.10.0 Conflict of Interest form completed and signed. For the District to award a contract, the District must have on file the completed Conflict of Interest Questionnaire. The Conflict of Interest Questionnaire must be complete with Company Name, Signature and Date even if company has no conflict of interest. **Section 12.0 ****

8.11.0 Spring Branch ISD Certificate of Interested Parties – Form 1295. Spring Branch ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits SBISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract.

"Interested Party" means a person:

- a) Who has a controlling interest in a business entity with whom SBISD contracts; or
- b) Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with SBISD by attaching the completed form to the vendor's solicitation response.

SBISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After SBISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from SBISD.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

- 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR'S NAME

- 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

- 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

SPRING BRANCH CONTRACT NUMBER AND TITLE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

SAMPLE ONLY

***Vendors must complete this form electronically on the
 Texas Ethics Commission's website located at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm***

- 5 Check only if there is NO Interested Party.

☐

- 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

VENDOR'S SIGNATURE

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP & SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

PROPOSAL FORM, continued

8.12.0 SBISD requires that award vendor(s) complete a "Request for Taxpayer Identification Number and Certification W-9, before payment(s) will be processed.**

****Required only of awarded vendors**

NOTE:

SBISD will be closed for Holiday Break – Friday, April 14, 2017

9.0 REFERENCES

(School Districts preferred, SBISD will consider two (2) Large Organizational references)

1. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

2. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

3. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

4. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

5. School System _____
Contact Name _____
Address _____
Telephone numb _____ Fax number _____

10.0 FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, *Subsection (a), states, "a person or business entity that enter into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.*

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Firm's Name: _____

Authorized Company Official's Name _____
(Please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____ **Date:** _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ **Date:** _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____ **Date:** _____

NOTE:

Name and signature of company official should be the same as on the affidavit (Bid/Proposal Response Form.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for SBISD pursuant to this Bid/Proposal on any and all SBISD campuses or facilities. Vendor will not assign individuals to provide services at SBISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

11.0 CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.capitol.state.tx.us/statutes/gv.toc.htm>. This law makes it necessary for the SBISD to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

12.0 CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
<div style="border-bottom: 1px solid black; width: 50%; margin: 0 auto;"></div> Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 100%;"></div> Date

NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.

13.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM

FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official's Name: _____

(Type or printed)

Title of Authorized Representative: _____

(Type or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

13.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM

NON - FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below SBISD – Non Federal Funds Certification by completing and signing this form.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services, Vendors receiving awards of contracts all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Authorized Company Official's Name: _____

(Type or printed)

Title of Authorized Representative: _____

(Type or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

14.0 NON-COLLUSION STATEMENT

"The undersigned affirms that he/she is duly authorized to execute this Bid/Proposal, that this company, corporation, firm, partnership or individual has not prepared this Bid/Proposal in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal as to prices, terms or conditions of said Bid/Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid/Proposal"

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone # : _____ Fax # : _____

Bidder Signature: _____

Printer Name: _____

Position/Title: _____ Date Signed: _____

Signature of Company Official Authorizing Bid/Proposal: _____

Name of Company Official: **(Please type/print)** _____

Official Position: _____ Date Signed: _____

15.0 DEVIATION/COMPLIANCE SIGNATURE FORM

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Email: _____

If Yes, please list below. Attach additional sheet(s) if warranted.

16.0 HISTORICALLY UNDERUTILIZED BUSINESS QUESTIONNAIRE

A Historically Underutilized Business (HUB)

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Are you a certified HUB?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Office Location (City & County)		
Length of time at above location		

2. Are you proposing to utilize any Certified HUB sub-consultants for this project?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
HUB sub-consultant name		
HUB sub-consultant office location (City & County)		
HUB sub-consultant length of time at above location	HUB sub-consultant fee (% of total fee)	%
HUB sub-consultant role		
HUB sub-consultant name		
HUB sub-consultant office location (City & County)		
HUB sub-consultant length of time at above location	HUB sub-consultant fee (% of total fee)	%
HUB sub-consultant role		
HUB sub-consultant name		
HUB sub-consultant office location (City & County)		
HUB sub-consultant length of time at above location	HUB sub-consultant fee (% of total fee)	%
HUB sub-consultant role		

17.0 SIGNATURE PAGE

The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex or disability unrelated to job performance of this Bid/Proposal.

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/Proposal Document. (Please initial in ink beside each addenda received.)

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned agrees to deliver all goods and/or services within _____ calendar days after receipt of order.

SUBMITTED BY:

Firm: _____
(OFFICIAL Firm Name)

**MUST BE SIGNED IN INK TO
BE CONSIDERED RESPONSIVE**

By: _____
(Original Signature)

Name: _____
(Typed or Printed Name)

Title: _____
(Typed or Printed Name) _____ (Date)

Address: _____

City/State/Zip _____

Telephone #: _____ Fax #: _____

Email: _____

**NOTE: Submit copy of Bidder's/
Proposer's current W-9 Form**

18.0.0 SPECIFICATIONS & PROPOSAL FORM

**SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
CHILD NUTRITION SERVICES DEPARTMENT
FIXED FEE SCHEDULE FOR UP TO TWICE A WEEK DELIVERY OF****GROCERY ITEMS**

Note: All Items used will be placed in their fixed fee categories according to true delivery cost as of first District delivery. Each item will remain within same fixed fee until contract ends on June 30, 2018, unless the pack size changes.

Name of Company (Print)

Company Official & Title (Print)

Signature of Company Official

Address/City/State/Zip:	
Phone Number:	
Fax Number:	
Date:	

EXHIBIT A-1

PROCUREMENT

Instructions For Certification

- 1. By Signing and submitting , the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies available, 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 transactions," "debarred," "suspended," "ineligible," "lower the 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 form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT A-2

PROCUREMENT

U.S Department of Agriculture

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When 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
Name

PR/Award Number or Project

Name and Title of Authorized Representative

Signature

Date

Instructions For Suspension/Debarment Certification Statement

1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.
2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

EXHIBIT B-1

PROCUREMENT**Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 any agency, a Member of Congress, an officer or employee of congress, or an employee or a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

EXHIBIT C-1**PROCUREMENT****Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

The 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard..
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 the item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include 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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employees(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name, title, and telephone number.

EXHIBIT C – 2

PROCUREMENT***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.) Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid / offer / application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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: \$ _____	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ </div> <div style="width: 48%;"> b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ </div> </div> <div style="text-align: center; margin-top: 10px;"> <small>(attach Continuation Sheet(s) SF—LLL-A, if necessary)</small> </div>		
11. Amount of Payment (check all that apply): <input type="checkbox"/> _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Amount of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: center;"> <small>(attach Continuation Sheet(s) SF—LLL-A, if necessary)</small> </div>		
15. Continuation Sheets(s) SF—LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by article 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

Federal Use Only:

Authorized Reproduction Standard Form-LLL	for	Local
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EXHIBIT C – 3**PROCUREMENT*****Certification of Compliance with Clean Air and Clean Water Act***

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

 Name/Address of Organization

 Name/Title of Submitting Official

 Signature