



Mobile County PUBLIC SCHOOLS

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Superintendent Chresal D. Threadgill

Purchasing Department
Phone (251)221-4473
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mcpss.com

Bid No. 24-19
BUYER: JULIE MORGAN

April 24, 2024

INVITATION TO BID
PRODUCE
SCHOOL YEAR 2024-2025 & SEAMLESS SUMMER FEEDING 2025 – CNP DEPARTMENT

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Wednesday, May 15, 2024 @ 2:00 PM** at which time they will be publicly opened and read aloud.

1. The submission of the bid by the vendor, acceptance and award of the bid by the School Board of Mobile County, Alabama, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Mobile County Public School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
4. **Bidder agrees to VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. See payment terms for more information.**

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

(List Toll Free Number if Applicable)

Telephone Number: _____ Fax _____

Authorized Signature of Bidder

Authorized Name(Typed or Printed)

Director of Purchasing
Mobile County Public Schools

Name(Typed or Printed)

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

NEW BUILDING ENTRANCE

FOR

“PURCHASING DEPARTMENT”

Please note the entrance to Building “E” (1 Magnum Pass) has changed. You will need to enter Building “E” as shown on the following diagram where you will be checked in by a security officer and then directed to the Purchasing Department.

Please allow sufficient time for this change if you are dropping off a bid on the same day as the bid closes. MCPSS will NOT be responsible for any late bids.



Mobile County
PUBLIC SCHOOLS

SCHILLINGERS ROAD

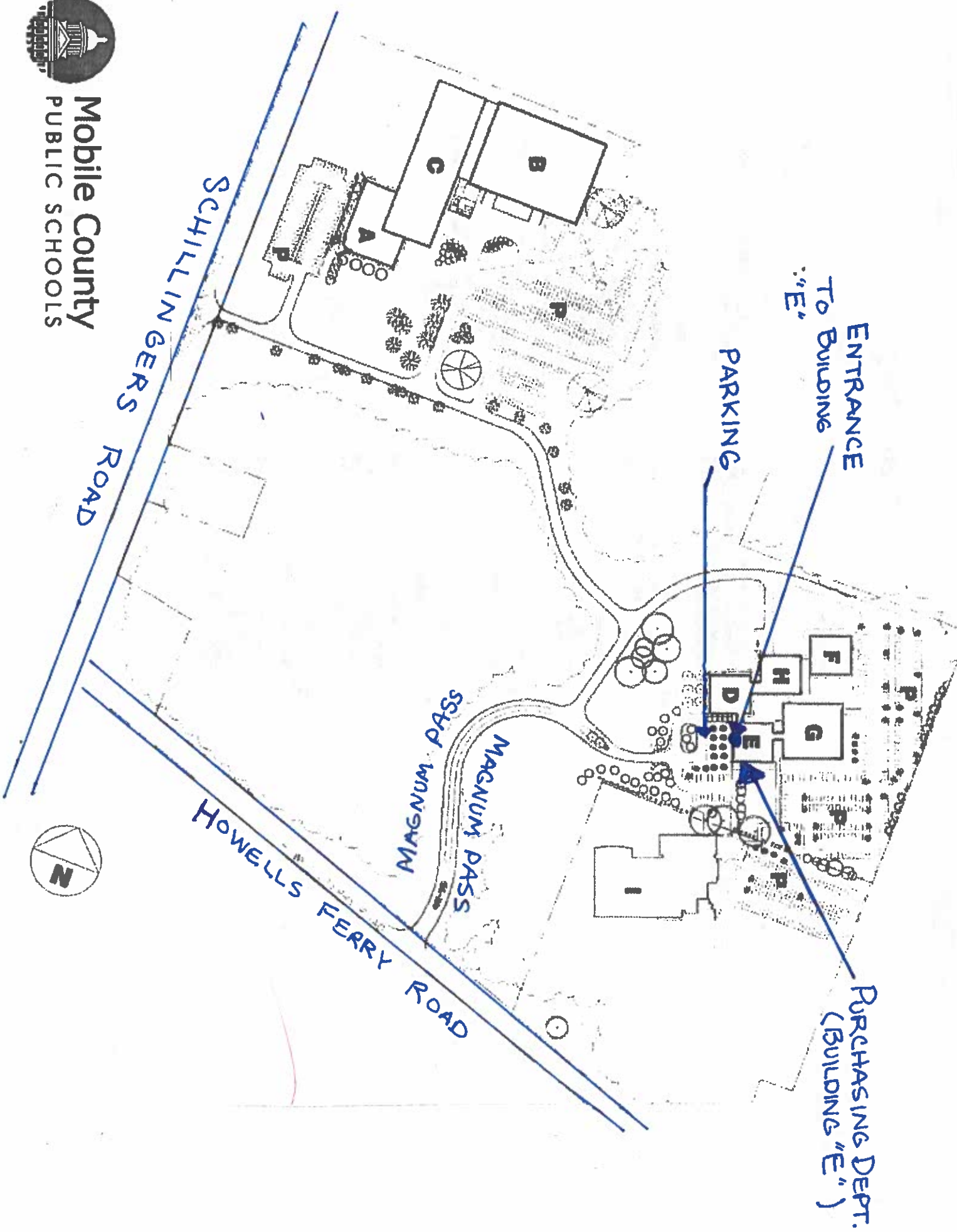
HOWELLS FERRY ROAD

MAGNUM PASS

ENTRANCE
TO BUILDING
"E"

PARKING

PURCHASING DEPT.
(BUILDING "E")



Directory

A Building A Student Services Building

Student Services 4245
 Health Services 4292
 Microcomputer Services 5142
 STI Off ice/Classroom Software Support 6201
 Hardware Support 6223
 Network Support 6222

B Building B

Professional Development 5200
 General Receiving/Distribution 5115
 Textbooks 5198
 JRCOTC 5100
 Print Shop 6273
 Archives 4658
 Make & Take 5223
 Mail Services 3400

C Building C

Environmental Services 4703

D Building D Executive Building

Office of the Superintendent 4304
 Chief Financial Office 4434
 Comptroller 4494
 Budget Office 4506
 Child Nutrition Program 4374

E Building E Business Building

Security Office 4108
 Purchasing 4473
 Accounting 4445
 Accounts Payable 4438
 Local School Accounting 4427

F Building F Facilities Office

4822

G Building G

Human Resources Office 4543
 Payroll Office 4448
 TV Studio 3118

H Building H

Technology Building
 Information Technology Services 4525
 Instructional Technology 4210
 Office of Communications 8622

I Building I Academic Affairs Building

Board Offices & Board Meeting Room 4387
 Academic Affairs 4159
 Curriculum & Instruction 4141
 Federal Programs 5220
 Special Education 4220
 Career/Technical Education 4019
 Public Board Meetings

P Building - Public and Employees

LET'S LOAD THE BASES!

Miracle League of West Mobile: Schmidt Family Park



Our community is coming together to build baseball fields and a playground for children with special needs. The Miracle League of West Mobile: Schmidt Family Park will be constructed on Johnson Road, about two miles southwest of the intersection of Airport Boulevard and Snow Road.

You have the opportunity to help us create a miracle in Mobile County! If you hit a Single, Double, Triple, Home Run, or Grand Slam, you, your family, your business or your organization will be recognized at the park.

Several community organizations have already stepped up to the plate, donating land, providing funds to pave the road, and more. The key players thus far are: the Alabama Pecan Development Company, Inc., Schmidt-Barton Family Fund, South Alabama Utilities, Mobile County Public Schools and the Mobile County Commission. The Alabama Pecan Development Company, Inc., has donated more than 24 acres to the project and South Alabama Utilities has donated more than 4 acres. The Schmidt-Barton Family Fund is donating up to \$1 million in matching funds toward the estimated \$5 million in total construction costs.

Donations are now being accepted at mcpss.com/miracleleague to cover the remaining costs associated with the park.

Why should you donate?

Currently, many Mobile County youths with mental and physical disabilities are unable to play baseball in existing parks due to the lack of facilities that meet their needs. The Miracle League of West Mobile: Schmidt Family Park will be open to children from the entire county and surrounding areas. Approximately 8,300 children with disabilities would be able to play here.

Single

\$1,000-\$9,999

Double

\$10,000-\$49,000

Triple

\$50,000-\$99,999

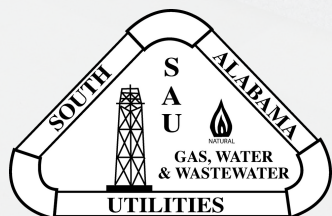
Home Run

\$100,000-\$249,999

Grand Slam

\$250,000 +

**ALABAMA PECAN
DEVELOPMENT
CO. INC**



**Mobile County
PUBLIC SCHOOLS**

MIRACLE LEAGUE OF WEST MOBILE: SCHMIDT FAMILY PARK

MCPSS.COM/MIRACLELEAGUE

We are working directly with The Miracle League, which is based in Georgia and has 240 fields across the United States and in Puerto Rico and Canada, on this project. Why? So our children with mental and physical disabilities can experience the joy of America's favorite pastime. It's more than just a game. The Miracle League is about making new friends, building self-esteem and being treated just like other athletes.

The Miracle League baseball field will feature a synthetic rubberized turf that accommodates wheelchairs and other assistive devices while helping to prevent injuries. The field will have double-wide lanes, allowing the players more space as they round the bases. The park will also include a regular baseball field for children who are middle-school-aged. The hope is to one day build a school on the site to serve special-needs and autistic students.

This will be the first Miracle League field in Mobile County. The project will progress in phases as funding becomes available, with the Miracle Field and Playground as the major components of the first phase.

The first phase of the plan will cost approximately \$2.3 million. We still need to raise \$1 million to fund all facets of Phase 1, which we hope to complete in the fall of 2022.

Mobile County Public Schools is overseeing the financing of the project. We are applying for various grants and accepting donations at: mcpss.com/miracleleague.

We appreciate your support as we make a miracle happen in west Mobile!



GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

1. ALABAMA IMMIGRATION LAW COMPLIANCE:

As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly please provide your Affidavit of Immigration Compliance. These documents can be found in the following bid package along with a compliance check list.

2. ADDITIONAL ORDERS: Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

3. ADDENDA: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders that are **registered** with the Purchasing Department. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from Purchasing Department.

4. APPLICABLE LAW: This contract shall be construed and interpreted according to Alabama Law.

5. ASSURANCE OF NON-CONVICTION OF BRIBERY: The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

6. AWARD CONSIDERATION: The following factors will be considered in determining the lowest **responsible** bidder:

Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

7. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the

bid and be made payable to Board of School Commissioners of Mobile County. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be nonsubstantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

8. BRAND NAMES: The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the Purchasing Department or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

9. CONFLICT OF INTEREST: Section 36-25-9 of the Code of Alabama states: "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest" Employees may not use their offices or positions for personal gain and must adhere to applicable provisions of the Alabama Ethics Law and the MCPSS Board policy 6.10 concerning Ethics. Further information can be found on both the Alabama Ethics Commission's and MCPSS Website.

10. DELIVERY OF BIDS: Bids must be received in the Purchasing Office by the the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be addressed to the Board of School Commissioners, Purchasing Office, P.O. Box 180069, Mobile, AL 36618; when using other couriers, send to the Board of School Commissioners, Purchasing Office, 1 Magnum Pass, Mobile, AL 36618. The School District accepts no responsibility for premature opening

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

If the School System is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events") which closure prevents the opening of bids at the advertised date and time, all bids received shall either be publicly opened and read aloud on the next business day that the department opens at the advertised time or the bid opening will be extended by sending out an addendum that states the new date and time to all registered bidders.

11.ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

12. FEDERAL MONIES

Expenditure of federal monies require the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the following:

Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387) Buy American provision (7 CFR §210.21); Equal Employment Opportunity (41 CFR §60); Davis-Bacon Act (40 U.S.C. 3141-3148) ;Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2); Debarment and Suspension (Executive Orders 12549 and 12689), Copeland "Anti-Kickback" act (18 U.S.C. 874 and 40 U.S.C. 276c) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Procurement of Recovered Materials (See §200.322) National Defense Authorization Act (NDAA) Section 889

13.HAZARDOUS AND TOXIC SUBSTANCES:

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to

information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

14. INVOICING, DELIVERY, PACKAGING:

Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. **District personnel may choose to use a VISA® Purchasing Card and E-Payables process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid, agrees to accept the VISA® purchasing card and E-Payables process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.**

All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Board of School Commissioners of Mobile County or local school. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.; School Site, Mobile County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, Schools until receipt and acceptance takes place at the F.O.B. point.

15. INSPECTION OF PREMISES: At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

expenses. This same clause will apply to any subcontractors assigned to the contract.

16. INSURANCE: The School Board of Mobile County, AL shall be added as an additional insured on all Contractors' liability policies. Copy of policy to be given to the Purchasing Dept where it will remain on file.

COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE

Contractor shall purchase and maintain during the life of this contract, public liability insurance against bodily injury, personal injury, property damage which shall include comprehensive general liability, contractual liability, products and completed operations liability in limits of not less than \$2,000,000 per occurrence and \$3,000,000 Aggregate. The contract shall protect him and any subcontractor performing the work covered by this contract, from claims for damages which may arise from operations under this contract, whether such operations are by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall indemnify and hold harmless the Owner against any and all claims for personal injuries and/or property damage as a result of Contractor's **and its Subcontractor** acts, operations, or omissions and shall carry contractual liability and property damage insurance to cover such indemnification. The limits of contractual coverage shall agree with the limits stated above for Contractor's regular public comprehensive general liability coverage and property damage.

A. LIMITATION TO DAMAGE: In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the Contractor or Vendor for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this bid document, or to the performance of or breach of any provision hereof.

17. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

18. IMMIGRATION: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or

continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

19. NON-DISCRIMINATION: The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

20. OPEN TRADE PROVISION: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

21. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract or before the contract is awarded. The Board reserves the right to request a demonstration of any product or service before making the award at no additional cost to the school district. The time frame of the testing will be mutually agreed upon by both parties.

22. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

23. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Director no later than five (5) calendar days after awarding date of the bid. If needed, The Chief Financial Officer will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Director is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

24. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be

GENERAL TERMS AND CONDITIONS
MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

25. PRICING: Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

26. PURCHASES: Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize to make purchases. Purchase orders will be issued as authorization for all purchases.

27. QUESTIONS/CONTACT: All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Mobile County School Board, Superintendent, or Staff regarding this bid prior to such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

28. REJECTION OF BIDS: Mobile County School District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Commissioners, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form. On the final board approved bid tabulation, a written justification of all bidders that were rejected will be presented and made public.

29. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

30. TABULATION: Bid results are posted on Purchasing's web site, and will remain for sixty (60) days after the posting date. The awarding bidders will be sent a written notification via mail.

31. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board of School Commissioners of Mobile County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

32. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Purchasing Manager shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Purchasing Manager. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

33. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

A. FORCE MAJEURE: **The parties' under this agreement are subject to, and neither party shall be liable for delays, or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control**

34. WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

GENERAL TERMS AND CONDITIONS
MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

35. VENDOR LIST: A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

**THE SCHOOL BOARD OF MOBILE COUNTY,
ALABAMA**

**RUSSELL HUDSON
DIRECTOR OF PURCHASING**

VENDOR BID REGISTRATION

Vendors:

Our records indicate you are registered to receive “Invitation to Bids” from Mobile County Public School System. The Mobile County School System is changing the way vendors are notified for Invitation to Bids. Currently, we are sending post card notifications by US Mail to all vendors who are registered.

The NEW NOTIFICATION PROCESS will begin and consist of the vendor receiving an email notification of Invitation to Bids. A web site has been established for vendors to register and select the bid categories from which they want to receive bid invitations. These are the steps you need to take:

1. Go to <https://bidreg.mcpss.com/ezregistration.html>
2. Select “New Applicant” and you will create a user name and password, and then follow the prompts.
3. Please note the email bid notifications will be sent from bidnotify@mcpss.com save this in your address directory to prevent email being sent to SPAM.

Even though vendors are currently registered to receive bids, all vendors MUST register in the new database in order to receive an ITB “Invitation to Bid” . If you do not register, you will not receive an ITB. Also, all vendors are responsible for maintaining their vendor profile in the database for such things as address, contact info, email, bid categories, etc..... This information needs to stay current to assure you receive ITB’s. I would strongly encourage vendors to visit MCPSS.com once a week to be knowledgeable of all bid activity.

Thank you for your cooperation as this will allow us to drastically reduce postage costs and work more efficiently. Please feel free to contact us if you have questions at 251-221-4473.

GENERAL SPECIFICATIONS
PRODUCE – SCHOOL YEAR 2024-2025 & SEAMLESS SUMMER FEEDING 2025
CHILD NUTRITION DEPARTMENT

I INTENT OF BID

- A. The intent of this bid is to establish a contract between the Board of School Commissioners of Mobile County and the successful bidder(s) for the furnishing and delivering of fresh produce to 89 cafeterias as described herein.

II QUALIFICATIONS OF BIDDERS

- A. Any person, firm, or corporation submitting a proposal shall be Processor's or the manufacturers authorized sales agent for each item quoted. Bidder must be engaged on a full-time basis in the food service supply business. Only qualified companies will be allowed to offer proposals.
- B. Physical Facilities - The potential bidder's warehouse and trucks may be inspected by a representative of the Board of School Commissioners of Mobile County at any given time. The warehouse and trucks shall:
1. Be clean,
 2. Be free of insects and rodents, and
 3. Be adequate for storing and delivering products (dry, chilled, or frozen) that the potential contractor proposes to supply,
 4. Must have an on-site fresh cut facility for Part II of this bid (remove stickers, washing, cutting, weighing and re-packaging of fresh fruits and vegetables by weights as listed in specifications),
 5. Meet all FDA requirements.
- C. Service Level - If the Board of School Commissioners of Mobile County does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three (3) letters of reference from previous customers (submit at least one reference located in Mobile County, AL) approximately the same size as Mobile County Public School System, will be required with bid proposal.
- D. **All products must be from a primary grower shipper market that provides No. 1, Grade A Fancy or higher quality products.**

III RESPONSIBILITIES OF BIDDERS

- A. The successful bidder shall furnish and deliver all goods which are awarded as a result of his bid request. All products shall be delivered in accordance with the specifications and delivery requirements listed herein.
- B. **Each bidder must submit with their proposal a bid bond or cashier's check in the amount of 5% of the total amount of the bid, not to exceed \$10,000.00 or same will not be considered.**
- C. **Successful bidder shall furnish the Board with a monthly merchandise movement report for the entire system. This report is to be submitted by the 10th of each month for the preceding months' deliveries. The report shall indicate the following information:**
1. CNP bid item number
 2. Item description
 3. Quantity of product delivered for the month, and year to date, i.e., number of cases, pounds, gallons, etc. (by school and by county total submitted electronically)
 4. School name
 5. Cost center number
 6. Unit cost
 7. Extended total
 8. Grand total for each bid item for all schools (by school and by county submitted electronically)

Submittals shall be made to the attention of the Purchasing Department and the Child Nutrition Program Central Office. CNP will require the successful bidder to keep a record of annual total purchases for each bid item.

- D. **Each bidder must have a certified Hazard Analysis Critical Control Point (HACCP) plan that will be used in the case that damaged/contaminated produce must be removed. This plan must be submitted with proposal. See also Section XVI Scope of Work of Services, paragraph D. The HACCP plan must be certified for the bidding location and cannot piggyback off of another location. The fresh fruit and vegetable on-site cut facility must be inspected and certified by the USDA and the State of Alabama Health Department, possess food handler's cards and be Serv-Safe certified. Bidder must send in the most recent Health Department inspection rating with their bid proposal. Mobile County Public Schools CNP Department requires a rating of at least 90 or above on a consistent basis for the duration of this bid award.**
- E. **Each bidder must submit with their bid proposal a copy of an independent Third Party Audit that shows a recent inspection was done at the bidders' facility and the Hazard Analysis Critical Control Point (HACCP) program has been certified as required in paragraph D. The Third Party Audit must include the following categories: HACCP, Storage and Distribution Audit and any other categories that may pertain.**
- F. The successful bidder will be required to attend the CNP Manager's in-service meeting at least twice (2) each year. The CNP Director will contact the successful bidder with dates and times after bid has been awarded.
- G. Each bidder shall provide, at the company's own expense, insurance as described below. **A copy of your current insurance document must be submitted with your proposal.**
- The successful bidder shall provide a copy of a Certificate of Insurance naming the School Board as an additional insured and must be sent to the Purchasing Department, Attention: Julie Morgan. The policies of insurance shall be delivered within seven (7) working days after notification of award.**
- Minimums included shall be:
- A. Worker's Compensation - per Alabama Statutes
 - B. Comprehensive General Liability
- Bodily Injury (including death), Property Damage and Personal Injury \$1,000,000 per person, \$3,000,000 per occurrence.
- Commercial Automobile liability insurance of \$1 million per person, \$3 million per occurrence.
- It will be the sole responsibility of the awarded vendor to provide a copy of the insurance as required above, for each additional year at the time of renewal. Failure to provide current insurance may be cause for bid to be rejected.**
- H. **Each bidder must have an adequate number of refrigerated trucks to insure all deliveries will be made on schedule.**
- I. **If any bidder receives manufacturer or vendor rebates in any form, they must disclose this information on a separate sheet and explain how this procedure works. This separate sheet must be submitted with the bid proposal.**

IV. PERIOD OF BID

- A. The bid will begin on August 1, 2024 and shall be active through July 31, 2025, and may be renewed annually for an additional four (4) years if both parties agree to the same terms and conditions.

V. METHOD OF AWARD

The Board of School Commissioners of Mobile County reserves the right to award by item, groups of items or total bid basis, whichever deems to be in the best interest of the School Board. Our intent would be to award the entire contract to one (1) vendor.

The School District may award this contract to the lowest responsible resident (Mobile County, Alabama) bidder having a place of business that meets the required specifications and their bid is no more than (3) percent greater than the lowest responsible bidder. The determined preference zone is within Mobile County, Alabama. (Section 41-16-50, Title 41, Chapter 16 Code of Alabama).

As part of the evaluation process, a committee from the CNP and Purchasing departments will evaluate and score all bidders on pricing, service/past history, on-site visit/inspection of the bidders business, number of vehicles to make deliveries as required, completion of bid documents, etc. Pricing alone will not be the only factor of awarding this bid.

VI. PRICE ESCALATION CLAUSE

- A. **Price Escalations:** All prices shall be firm for 14 days, after which prices for produce can escalate or de-escalate. During the period of this bid, the Board will allow price increases upon receipt of updated supplier/manufacturer price schedules as applicable. Any changes (up or down) in prices must be announced to the Purchasing Department by Wednesday, @ 10:00 a.m. on the week prior to pricing period start date. Vendor is required to submit conversion calculations showing manner of arriving at amount of change along with the supplier price schedule to support the price changes. If not given by the deadline on Wednesday, @ 10:00 a.m., current pricing will prevail.

VII. DELIVERY REQUIREMENTS

- A. All products shall be quoted F.O.B.; Various School Sites, Mobile County, Alabama.
- B. The successful bidder shall deliver to each school and/or food service operation on a demand basis regardless of the quantity of product ordered. There are no minimum quantity allowances.

Vendor shall make at least one delivery per week to each of the 89 school cafeterias for the purpose of delivering produce. Vendor will establish a regular delivery day for each school and submit the schedule to the Board of School Commissioners of Mobile County for approval (CNP prefers deliveries on Tuesdays and Wednesdays). No deliveries will be required during a holiday week to those schools scheduled for deliveries on the holiday(s). A copy of the school calendar which is subject to change is attached.

Produce deliveries after the Christmas and Spring breaks will require a one day delivery time for all schools.

- C. Vendor will be supplied with a time schedule showing the opening and closing time of each cafeteria. Deliveries will be made during the open hours until fifteen minutes prior to the set closing time. UPS, motor freight and other commercial carrier deliveries are not acceptable.

All deliveries shall be in accordance with good commercial practice and Mobile County Health Department Regulations. **Delivery personnel must deliver, unload, stock and rotate produce in the cooler unless the CNP Manager does not want the vendor to do so.**

- D. **Products must be delivered in refrigerated trucks and produce must have a temperature between 35 degrees and 45 degrees at the time of delivery, with the exception of tomatoes and bananas.**

- E. **Successful bidder must have a permanently installed Global Positioning System (GPS) in each refrigerated truck that will be used to deliver to Mobile County Public Schools.**
- F. **The successful bidder must provide a “Hot Shot Service” to deliver produce when necessary and have a maximum response time within an hour.**
- G. It will be the responsibility of each vendor to obtain signed delivery receipts from the CNP manager or other authorized CNP employee for each delivery made. The Board and local school assumes absolutely no liability or responsibility for goods claimed to have been delivered for which no signed receipt exists.

Delivery personnel shall request the authorized school receiver, to verify the accuracy of quantities of each item, brand and code numbers and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by the delivery person. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage or unauthorized substitutions.

- H. **Ordering: Shipments shall not be made to any school without a written purchase order. Vendors shall not accept verbal purchase orders from local school CNP managers.** If it is necessary for a school to place an emergency order to be picked up at the vendor’s warehouse, the CNP Purchase Order Clerk will notify the vendor and provide the name of the individual who is authorized to pick up the order and the purchase order number. Any item shipped without an authorized purchase order is the responsibility of the vendor. The School District is not obligated to pay.

Vendors will be allowed five (5) working days from the transmittal date stamped on the order to make delivery. In the event an ordered item is not delivered within the time frame previously described, or if the item is canceled or scratched from an order by the vendor, the right is reserved to cancel the original order for the item(s) in question and purchase similar item(s) on the open market from another source. The vendor will be back charged the difference between the contract price and the price the school has to pay on the open market as a result of the failure to perform by the contract vendor.

Pricing: As per the pricing sheets, we are asking for the bidder’s average cost for the eight weekly price sheets as listed below, distribution fee, and the delivered price of each item. The distribution fee amount must remain the same throughout the contract period.

Average Product Cost + Distribution Fee = TOTAL COST (SEE PRICE SHEET INSTRUCTION PAGE)

NOTE: There are eight (8) weekly price sheets used in the evaluation of this bid. The dates have been selected from two (2) weeks from each of the Northern Meteorological growing seasons (Winter: Dec. 1 through Feb. 28 or 29 for leap year; Spring: March 1 through May 31; Summer: June 1 through Aug. 31; Fall: Sept. 1 through Nov. 30). This will allow us to obtain a greater understanding of how the prices will be throughout this contract. Each bidder will be required to submit the USDA Market Report for the time periods listed on the eight (8) evaluation weekly price sheets. The USDA Market Report must be submitted for the closest region to Mobile, AL. The prices quoted in the bid should be fair market prices and in most cases should be in line with the USDA Market Report. Bidders will be required to submit the manufacturer’s invoices (your cost from the manufacturer/supplier) along with your bid proposal. If there are price differences between the quoted price and the USDA Market Report, the bidder is required to explain the reason why. NO SPECIAL PRICING OR DISCOUNTS WILL BE ALLOWED ON THE PRICING SHEET THAT IS USED FOR EVALUATION PURPOSES.

Dates for the eight (8) weekly price sheets are:

Summer: June 19, through June 25, 2023, and August 7, through August 13, 2023

Fall: October 23, through October 29, 2023, and November 6, through November 12, 2023

Winter: December 11, through December 17, 2023, and January 22, 2024 through January 28, 2024

Spring: March 4, through March 10, 2024, and April 1, through April 7, 2024

- G. No substitution of brands, labels, quality of codes will be made without written approval of the Purchasing Manager. Each substitute product delivered will meet the specifications for the particular item.
- H. Vendors are expected to fill all orders at an average of 98% or above on the scheduled delivery date. If a vendor cannot ship a bid item due to insufficient or no stock, the vendor will notify the Board of School Commissioners of Mobile County CNP Purchase Order Clerk (221-4373) prior to making any school delivery with the item marked "out of stock" on the invoice.
- I. The Board of School Commissioners reserves the right to cancel an order or any part of an order by providing the vendor a minimum of 48 hours notice of cancellation. Notice will be given by the CNP Purchase Order Clerk or a member of the CNP Supervisory Staff. **CNP managers are not authorized to cancel an order or refuse delivery of an item ordered except for damaged goods or substitutions.**

VIII. PROPOSAL FORM AND INFORMATION REQUIRED AT BID OPENING

- A. **The proposal form which accompanies this bid request must be filled out legibly and in full. Failure to provide all information requested will absolutely disqualify a bidder from consideration on each item where the requested information is not provided.**
- B. Bidders who do not submit required information shown in specifications (labels, safety data sheets, certification letters, references, HACCP plan, Third Party Audit, etc.) at the bid opening may be disqualified.

IX. INVOICING AND TERMS OF PAYMENT

- A. While it is the intent of the Board to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to, as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a contestment result regarding quality, terms, etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original. Should a copy be the only thing available, it must be certified as "true, correct, and unpaid original invoice". USDA regulations do not allow payment of service charges or interest from CNP funds.

District personnel may choose to use a VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid agrees to accept the VISA® Virtual Credit card process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® Virtual Credit card. Refusal to accept this condition may cause your bid to be declared non-responsive. (See the attached E-Payables explanation and the VISA Virtual Card vendor enrollment data elements form.)

The above stated terms of payment are the only terms which the Board will consider. Any bid submitted which does not comply with our stated terms will not be considered for award.

X. TERMINATION OF CONTRACT

- A. In the event that the physical facilities of the contractor is destroyed by natural disasters (Act of God), or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by the Board of School Commissioners of Mobile County.

There will be a monthly meeting with the awarded bidder, the CNP Director, and the Purchasing Department to discuss all problems/complaints pertaining to this bid. If the problems/complaints continue and cannot be resolved, then the Purchasing Manager will issue a 30 day notice notifying the awarded bidder that the contract will be voided and will be awarded to the next low bidder meeting specifications.

XI. STANDARD CONTRACT CONDITIONS

- A. This contract shall be governed in all respects - as to validity, construction, capacity, performance or otherwise - by the laws of the state of Alabama.
- B. Contractors providing service under this Request for Proposal, herewith, assures the Board of School Commissioners of Mobile County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
- E. Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
- F. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Board of School Commissioners of Mobile County, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- G. Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. **NOTE: Expenditure of federal monies requires the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Acts as stated in item number 12, of the General Terms and Conditions document located in this bid package.**
- H. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- I. Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the Board of School Commissioners of Mobile County, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of School Commissioners of Mobile County shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

XII. PRODUCTS BID

- A. All products quoted shall be from the latest pack and must be clearly labeled. Cans are not to be bent, damaged or rusty, and all cases must be sealed. All products must have been processed and packed in accordance with good commercial practice. All products quoted must conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act and must be in compliance with Good Delivery Standards in accordance with the Perishable Agriculture Commodity Act (PACA) in effect at the time of delivery. **All products quoted shall be of #1 Quality USDA Fancy standards - no rejected products.**
1. Item Identification (ID): Most product identifications (descriptions) listed herein are not complete specifications. Product identifications consist of requirements which can be verified on delivery or information essential for communication between contractor and Board of School Commissioners of Mobile County.
 2. Product Protection Guarantees: School Systems have "automatic" product protection recourse against suppliers for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
 3. Import Products: Products which are canned or packed outside of the United States will not be accepted; this rule applies to "private labels" as well as other labels. Exceptions to this rule are bananas, pineapple, Mandarin oranges, olives, tuna, coffee and canned beef. Canned beef is not available from a domestic source (Reference: Alabama Code Acts 1975, No. 220, 1, 2). See the enclosed attachment from USDA entitled "Buy American Requirement" for complete information.
4. Approved Labels/Brands:
- A. Packer Label: A product identification is in itself sufficient, in the case of certain generic items such as beef roast. The words "packer label" will appear in the specifications and the contractor may bid any label. The proposer should write in the actual brand and code for product bid. **Only the brand and code bid will be supplied by the contractor. A file sample may be required.**
- B. Private Label: Blanket approval has been given to several private brands which are listed herein on the chart of grade designations. The words "private label" will appear in the specifications. "Private label" refers to the brands shown in the chart of brands.
- Other Items: For other items "private label" with quality designated (first or second quality) may be listed and, in addition, some approved packer labels may be listed; these items will not require samples. Another packer label may be bid for these items, but a sample may be required.
- C. Pre-approved Brands: Some food products not covered by instructions 4-A or 4-B above will have manufacturer's name and product number under "preapproved brands." Potential contractors may propose only those brands which are pre-approved as a result of successful "student testing." A potential contractor may petition for the acceptance of a brand not on the approved list, however, petitions must be made at a time specified by the Board of School Commissioners of Mobile County for student testing. Only a limited number of items have pre-approved brands.
- D. Other Products: The specification for other products not covered by instructions XII 4A, 4B or 4C may:
- (1) Require a label to be submitted with the bid.
 - (2) Require a sample to be submitted.
 - (3) List brands that have been accepted on recent bids.
 - (4) List products that have been tested and pre-approved.
- E. Unacceptable Brands: The Board of School Commissioners of Mobile County may specifically designate any brand as unacceptable even if blanket approval is implied. This is done by stating that "X" brand is unacceptable.

Terms of Reference Specific to Product Identifications

1. CN Label: When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food & Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward -Child Nutrition Program meal requirements. Bidders may be required to provide copies of CN labels for products bid at bid opening.
2. Standards of Identity: All products must conform to U.S. minimum standard requirements. If not, the supplier is in violation of the contract with the Board of School Commissioners of Mobile County, but also with the Federal Food and Drug Administration and/or the Federal Trade Commission. Three (3) important Federal regulations are listed below. These and other Federal and State regulations are automatically part of proposal requirements.
 - A. Net Container Quantity - The minimum net quantity of all products shall be in accord with Section 401 of Federal Food, Drug and Cosmetics Act regarding the individual specifications for standard of fill for the product as prescribed in 21 CFR Part 100-169.
 - B. Fill of Containers - All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with Section 401 of the Federal Food, Drug and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR Part 100-169).
3. Units of Purchase: When a potential contractor wishes to quote a pack size which is different from the unit specified in the product identification, a different size may be quoted. The Board of School Commissioners of Mobile County reserves the right to approve or disapprove the alternate pack.

XIII. PROBLEMS/COMPLAINTS

There will be a monthly meeting with the awarded bidder, the CNP Director, and the Purchasing Department to discuss all problems/complaints pertaining to this bid. If the problems/complaints continue and cannot be resolved, then the Purchasing Manager will issue a 30 day notice notifying the awarded bidder that the contract will be voided and will be awarded to the next low bidder meeting specifications.

XIV. QUESTIONS

- A. If you have any questions concerning this bid, you may contact Julie Morgan by email at jdmorgan@mcpss.com.

The deadline to submit questions will be five (5) business days (Wednesday, May 8, 2024 @ 3:00 PM CST) prior to the bid opening on Wednesday, May 15, 2024 to allow for questions and answers to be posted on the website. Questions must be submitted to Julie Morgan by email only. No questions will be answered by phone. It is the bidder's responsibility to follow up and make sure all their questions have been answered to their satisfaction.

Produce

XV. SPECIAL CONDITIONS

- A. **Inspections**: All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and with acceptable Mobile County Public School System (MCPSS) standards. No product that contains any artificial coloring agent, such as #2 red dyes, is to be offered on this bid.
- B. **Grades for Food**: Grades for foodstuffs are based on the standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item. **All produce quoted must be #1 Quality products, USDA Fancy. No rejected produce.**
- C. **Usage Quantities**: **Usage quantities indicated on this bid are estimates based on prior year usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- D. **Irradiation Process**: Do not bid any food items preserved by the use of an irradiation process.
- E. **Vendor Experience**: Bidders shall have been in the produce business for a minimum of five (5) years prior to the date of this document and must have and maintain a current business license from the State of Alabama, Mobile County, and must be submitted with the proposal. Bidders shall provide documentation of applicable license, certification, and/or commercial experience. The Mobile County Public School System reserves the right to request updated information or re-evaluation of vendor's license and documentation at any time during the contract period.
- F. **Award Criteria**: This award will be based on Quality, Service, Price and other factors as deemed necessary.
1. **Quality**: All fresh fruits and vegetables shall be free from decay, well colored and possess characteristics normally associated with MCPSS Quality and grade Standards of U.S. No. 1 or Better. All packaging and packing will be in accordance with Good Commercial Practice.
 2. **Service**: The vendor that receives an award under this solicitation shall treat each of the ordering facilities covered under the award period as one of their best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customer covered under this award period. All products shall be delivered to individual delivery points (unless otherwise noted). No substitutions will be accepted unless authorized by the Child Nutrition Program Central Office.
 3. **Total Price**: Total price is defined as the cost of the product plus a set distribution fee per case. The price of the product will hold for two (2) weeks. Successful vendors may adjust product prices bi-weekly, if required. The set distribution fee will be fixed throughout the contract term. Successful bidders will be required to submit justification and pricing data (your cost from the manufacturer) for any bi-weekly pricing changes. Bi-weekly price adjustments are due to the District by Wednesday, 10:00 a.m. on the week prior to pricing period start date. If there is no price changes for a particular period, vendor must still submit pricing for that period to the District.

Printed invoices from the vendor must match the quoted price on your pricing list for the period delivered. Prices are to be set by the delivery date. Both bi-weekly price sheets and printed invoices shall have prices broken down in the following manner per line item:

$$\text{Product Cost} + \text{Distribution Fee} = \text{Total Cost}$$

5. **Pricing Sheet: The pricing sheets submitted with this solicitation is for the purpose of determining initial awards only (see instruction sheet).** Current Bi-weekly pricing will be submitted by vendor after award is made. Items may be added or deleted throughout the contract period as availability allows, upon approval of the Child Nutrition Program Central Office and the Purchasing Department. No additional products shall be added to the pricing and/or delivery schedule without such approval.

A. Instructions for completing the bid price sheet: (see instruction sheet for example)

Bidders will be required to take the average cost for each item from the eight (8) weekly price sheets that are part of the evaluation and list that amount in the “product cost” column. Each item has an estimated quantity listed. You must list the distribution fee for each item and add the average cost, then you will take that total and multiply it by the estimated quantity and list that amount in the total price column. Example: Item #1 est. qty. is 3,862 x (average product cost + dist. fee) = total price. The estimated quantity for items listed is just a guide to go by and is not guaranteed to be the amount purchased during the period of the yearly contract.

XVI. SCOPE OF WORK OR SERVICES

- A. **Product Quality:** Product is to be U.S. grown and U.S. No. 1 grade or better. Vendor must have in place a system of tracking product from origin. All pre-pack salads and like items must be brand name, with a minimum of 7-days shelf life from day of delivery to school (example: if pre-packs are delivered on Monday, date and product must be good through the following Monday). All pre-pack items must be delivered to the District at 35 - 45 degrees Fahrenheit. If this produce is not delivered at the proper temperature, vendor is required to redeliver the product the same day or early the next morning, based on the customer’s needs. **This is mandatory and must be adhered to. In the event any of the items listed in this bid are not available domestically, the vendor shall submit complete information, including product origin with this bid.**

Unless otherwise indicated, all fruits and vegetables must have less than 2% decay at point of acceptance. All produce shall be fully mature and in good commercial condition with regard to texture, juiciness, firmness and temperature in accordance with its type and variety.

- B. **Product Availability:** If, for any reason item(s) ordered by a cafeteria can not be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one day prior to scheduled delivery date and vendor should offer substitution options. **If any item listed in this bid is not available domestically, and needs to be substituted with a non-domestic item, the awarded bidder is responsible for notifying the CNP Director to receive prior written approval before delivering these item(s) to any MCPSS cafeteria. The awarded bidder must provide documentation per the NSLP 94-10: Buy American Requirement document provided in this bid package. Do not ship non-domestic item(s) without the CNP Directors written approval. It will be the responsibility**

of the awarded bidder to forward a copy of the written approval to the Purchasing Department to the attention of Julie Morgan. See attachment A included in this bid.

- C. **Rejection Procedures:** The School District and Cafeteria staff has the right to reject any product that does not meet the proper standards as detailed in this bid. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for nonconforming produce.

The following list is cause for rejection of produce, but is not limited to:

1. Insect infestation
2. Mold
3. Cuts
4. Wilting and mushiness
5. Discoloration and dull appearance
6. Unpleasant odors and tastes
7. Produce has passed the expiration date
8. Bruised produce can provide a potential entry point for pathogens

- D. **Food Safety & Recalls:** Ensuring the safety of the food supply is critical to MCPSS. Manufacturers, distributors, and importers are expected to comply with all federal, state, and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:

1. Provide accurate and timely communications to MCPSS regarding a food recall.
2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
3. Streamline the process for reimbursement for recalled product.
4. A one-page summary of each bidder's recall policy and procedures are to be submitted with this bid.

1. **Local Grown Product:** That vendors use locally grown and U.S. products are encouraged, providing that products meet the quality standards as detailed in this bid document.
2. **Delivery:** Deliveries shall be made between 6:00 a.m. and 1:30 p.m. for elementary, middle and high schools, on Tuesdays and Wednesdays, except school holidays or closing days. Exception to this delivery schedule, will be after the Christmas and Spring breaks when all deliveries will be made the first day back to school. Any request for change in regular delivery schedules must be submitted in writing to the Mobile County Child Nutrition Program Central Office. This does not preclude the vendor or the cafeteria manager from making periodic adjustments request for convenience on either party, providing both parties are in agreement. Such changes should be rare and reasonable in nature. **Under no circumstances is product(s) to be left unattended on a loading dock. All product(s)**

must be delivered during a time when cafeteria staff is present. A “Hot Shot Service” must be provided when necessary. All refrigerated trucks must be clearly identified with the awarded bidder’s name.

XVII. PRICE LIST, INVOICES, STATEMENTS AND PAYMENTS

Invoices for the purchase of food and non-food supplies made for schools are to be paid by the Child Nutrition Program Central Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions:

- A. **PRICE LIST**: Every two (2) weeks, the vendor shall e-mail or fax a price list for the upcoming two (2) week period (price periods begin on a Monday and ends on a Sunday) to the following two (2) departments: Child Nutrition Program Central Office and the Purchasing Department to Julie Morgan (jdmorgan@mcpss.com).
- B. **DELIVERY DATES/PERIOD**: Each signed invoice shall indicate the delivery dates and the two (2) week price period to which the invoice pertains.
- C. **ITEM DESCRIPTIONS**: All items on delivery tickets must be billed according to the descriptions of item quoted on bid. Unit prices for items shall be recorded in the unit of measure presented in the attached list. All invoices shall be accurately extended. The count must be listed for each item on the delivery tickets that is being delivered. Example: Item 1 – Apple, Red – 113-125 case count. This information is needed for the food serving counts.
- D. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS**: All invoices and credit memos must be submitted and signed by the cafeteria manager or their authorized representative. The copies will be distributed as follows and contain the following information:
1. Two (2) copies (original and one (1) carbon) left with manager at the time of delivery.
 2. Two (2) copies returned with vendor.
 3. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. Under normal conditions, payment may be expected within thirty (30) days after the invoices/statements are received in the Child Nutrition Program Central Office.
 4. If for any reason it is necessary to make a change on the delivery ticket (invoices), make an additional charge or credit memorandum, the following procedures should be followed:
 - a. All cancellations or merchandise returns must be recorded by the driver on all copies of the invoices or “pick-up tickets” and these copies should be distributed as follows:
 - i. Two (2) copies left with manager at time of pick-up.
 - ii. Two (2) copies returned to vendor.
 - b. All credit memorandums necessitated by non-delivery of centrally purchased items will be deleted from the invoice for that delivery date, listed separately and supported by descriptive information.

5. **Do not mail information to individual schools.**

XVIII. **SCHOOL SAFETY AND SECURITY**

It shall be the responsibility of the successful bidder to ascertain the District's rules and regulations pertaining to safe driving on school grounds, particularly when students are present these rules must be adhered to. The successful bidder's drivers shall exercise extreme caution at all times. Drivers entering school premises when school is not in session shall lock any gate or door to which they have access both when entering and/or leaving the grounds.

Policy for Vehicles on School Grounds during the School Day:

- A. Avoid driving in the school playground area at any time if it is practical to park on the street or in another area to make deliveries.
- B. Do not drive in playground areas in which children are playing.
- C. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by an adult flagman.

Be especially cautious at all times when driving anywhere near school buildings where students may suddenly and unexpectedly run out.

- A. The Administrator of this contract may require the successful bidder be immediately removed from any District site, any employee whom the Administrator or on-site school personnel deem to be incompetent, careless, or otherwise objectionable.
- B. The successful bidder, including without limitation its employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.
- C. The successful bidder shall not allow any employee to wear objectionable clothing or caps with other than the company logo, objectionable clothing will be determined by the District's on-site personnel, or use profanity in any manner while on District property.
- D. The successful bidder shall ensure that its employees fully comply with all District policies and regulations. Examples include:
 - 1. Each person representing a group of workers must report in at the school's main office upon arrival at the school site.
 - 2. Each person shall maintain professional workman like attire. All employees must be dressed in a company uniform which clearly states the company name.
 - 3. No person shall use tobacco, or possess alcohol or any illegal or dangerous substance, firearms or deadly weapons on District property.

No person shall possess any weapon of any kind as defined in District policy, including without limitation a pocket knife that is not directly used as a tool for work in progress.

- E. Removal of a specific person from District property as a result of any condition mentioned above will not relieve the successful bidder from obligations for timely deliveries of products ordered and will not be considered grounds for a request for additional funds.
- F. Personnel of the successful bidder shall observe all regulations of the School District. Failure to do so may be grounds for fair dismissal.
- G. All refrigerated trucks used to deliver produce to Mobile County Public Schools must be clearly identified with the current company's name.
- H. **The awarded bidder must comply with the Background Check requirement that is part of this bid package for each employee who will be entering onto the school property. No Exceptions.**

SUBSTITUTION OF NON-DOMESTIC PRODUCE

BID NUMBER: _____

DATE: _____

VENDOR NAME

BID ITEM NUMBER: _____

BID ITEM DESCRIPTION: _____

DESCRIPTION OF NON-DOMESTIC PRODUCE: _____

REASON FOR USING NON-DOMESTIC PRODUCE: _____

WHERE IS NON-DOMESTIC PRODUCE COMING FROM: _____

ARE DOCUMENTS ATTACHED TO SUPPORT NEED FOR NON-DOMESTIC PRODUCE: _____

CNP DIRECTOR APPROVAL

DATE

VENDOR TO KEEP A COPY
CNP DIRECTOR TO KEEP A COPY
PURCHASING DEPARTMENT TO KEEP A COPY

Mobile County School Board Accounts Payable Department

What is a Virtual Credit Card?

The District has adopted the use of a VISA Virtual Credit Card powered by AOC/Regions Bank. AOC receives invoice and purchase order details from Accounts Payable and assigns a one-time use credit card number.

The VISA Virtual Credit Card allows the District to pay vendors via a credit card and turn around a vendor payment in a shorter time frame than the current paper check you now receive.

How Does Virtual Credit Card Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Account Payable Department according to the current process.
- When Accounts Payable has authorization of a match (purchase order and invoice) and the invoice(s) are due for payment according to your current payment terms with the District the payment process begins.
- The vendor then receives an email notification of the payment from the District
- The vendor then logs into a secure site from the email received and puts in the assigned PIN number. Each payment notification will include the card number, expiration date, security code, payment amount and invoice and/or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, security code and expiration date with invoice amount and/or PO number.

What are the Benefits to using the VISA Virtual Card?

- Receive payments 7 -10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
- Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
- Void the risk of lost or stolen checks
- Quickly reduce outstanding accounts receivable balances.

How do I Participate in the VISA Virtual Card Program?

Simply contact the Mobile County School Board Accounts Payable Department at (251)221-4437 and request to be enrolled in the VISA Virtual Card Program through AOC/Regions Bank.

AOC/Regions Bank

VISA Virtual Card Vendor Enrollment Data Elements

1. Vendor Number (Internal Use Only- MCPSS)
2. Vendor Name
3. Vendor Address
4. Accounts Receivable Contact Name
5. Accounts Receivable Contact Email
6. Accounts Receivable Contact Phone Number

Vendor please provide and complete below:

Vendor Name

Vendor Address

Vendor A/R Contact Name

Vendor A/R Email Address

Vendor A/R Phone Number

If you have any questions please contact Chuck Harben in Accounts Payable 251-221-4437 or email charben@mcpss.com.

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____
Street Address *Suite/Unit #*

_____ *City* *State* *ZIP Code*

Phone: () _____ Alternate Phone: () _____

Please Read the attached Immigration Notice and Select one (1) of the Following:

The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with Mobile County School System

The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE** DOCUMENTS are ATTACHED with the Bid Response

The documents are available at www.mcpss.com/immigrataion and www.dhs.gov/e-verify

Employee Signature

Date

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary 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 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number of Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

VENDOR DISCLOSURE STATEMENT

Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 7: Agriculture
PART 210—NATIONAL SCHOOL LUNCH PROGRAM
Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement.

- (d) Buy American—
- (1) Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means—
 - (i) An agricultural commodity that is produced in the United States; and
 - (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
 - (2) Requirement.
 - (i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
 - (ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—
 - (A) A school food authority located in the contiguous United States; and
 - (B) A purchase of domestic commodity or product for the school lunch program under this part.
- (f) Cost reimbursable contracts—
- (1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:
 - (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - (ii)
 - (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
 - (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
 - (2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- (g) Geographic preference.
- (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
 - (2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

CHILD NUTRITION PROGRAMS REQUIRED FEDERAL PROVISIONS

Disclaimer: This is a living document and is subject to revision. This is merely a guidance document and does not necessarily contain every requirement that pertains to a contract; ACDA accepts no liability for any of its contents. This document was created with input from the ACDA Education Committee, State Agencies, Recipient Agencies, and the Urban School Food Alliance.

In addition to other contracts provisions required by the program regulations for the Federal award, all contracts made by a non-Federal entity under a Federal award must contain provisions set forth in 2 CFR 200.318 -.326 and 2 CFR 200 Appendix II., **as applicable**. Please note, however, that not all of these provisions must be included in every contract awarded by a program operator. If you are unsure whether you will need to include a specific Federal provision in your contract, please consult with your State Agency or an Attorney. There may be additional State or local requirements required, please consult with your State Agency. Program operators always need to follow the strictest of Federal, State, or local requirements.

Below are the required Federal Provisions listed in [2 CFR 200 Appendix II](#) that may pertain to your contract:

- **REMEDIES:** If the contract is for more than the simplified acquisition threshold currently set at **\$250,000**, your contract must include a clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.
- **TERMINATION:** If the contract is in excess of **\$10,000**, your contract must contain a clause that addresses termination for cause and for convenience by the school district including the manner by which it will be effected and the basis for settlement. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.
- **EQUAL EMPLOYMENT OPPORTUNITY:** This clause would be required only for contracts that meet the definition of “federally assisted **construction** contract.” You should consult with the State agency or an attorney to determine whether this clause should be included.
- **DAVIS-BACON ACT CLAUSE:** This clause would be required only for prime **construction** contracts in excess of **\$2,000** awarded by non-Federal entities. You should consult with the State agency or an attorney to determine whether this clause should be included.
- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSE:** This clause would be required only for contracts awarded by the non-Federal entity in excess of \$100,000 that involve the **employment of mechanics or laborers**. You should consult with your State agency or an attorney to determine whether this clause should be included.

- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** This clause is only necessary when the award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the school food authority wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. A food service department generally does not award contracts of this nature. You should consult with your State agency or an attorney to determine whether this clause should be included.
- **CLEAN AIR / CLEAN WATER:** For contracts and sub grants of amounts in excess of **\$150,000**, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Neither the State agency nor the USDA prescribes the form or content of these clauses. The following are suggestions of clauses that can be used:

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- **SUSPENSION AND DEBARMENT:** The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

The entity can verify the vendor is not debarred or suspended using the SAM system:
<https://www.sam.gov/SAM/pages/public/index.jsf>

While there is not a specific form, the following is suggested language that can be used:

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert name of school district}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert name of school district}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- **LOBBYING:** Contractors that apply or bid for an award exceeding **\$100,000** must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Neither the State agency nor USDA prescribes the form or content of these clauses. The following is a

suggestion of clause that can be used:

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay an person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by U.S.C 1352. If applicable, contractor will complete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form ([Form SF-LLL](#)) and submit to {insert name of contracting entity} annually.

Below are the required Federal Provisions listed in [2 CFR 200.318 – 200.326](#) that may pertain to your contract:

- **COOPERATIVE AGREEMENTS AKA PIGGYBACKING ((ONLY IF ALLOWING) 2 CFR 200.318):** To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

While there are no specific Federal requirements for language to be included, USDA memo [SP 02-2016](#) and [SP 05-2017](#) includes the requirements that must be in original solicitation and resulting contract.

- **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR 200.321):** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Many states have websites that includes resources to find these vendors, as well as the links below.

While there are no specific Federal requirements for language to be included, the following excerpt from 2 CFR 200.321 summarizes the process:

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the [Small Business Administration](#) and the [Minority Business Development](#) Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322):** This provision only applies to a non-Federal entity that is a **state agency** or **agency of a political subdivision of a state** and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. You should consult with your State agency or an attorney to determine whether this clause applies to you and your contractors.

ADDITIONAL CONTRACT PROVISIONS REQUIRED BY THE FEDERAL AGENCY (USDA) FOR NSLP, SBP, AND FOOD DISTRIBUTION CONTRACTS

Please remember that Program Operators must also include additional required contract provisions identified in the program regulations for the Federal award (7 CFR 210, 250, etc.).

- **BUY AMERICAN PROVISION:** The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The following clause language is suggested, but not mandatory:

- “Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
- “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
- Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
- The Buy American provision (7 CFR Part 210.21(d), 7 CFR 220.16(d), 7 CFR 250.23) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
- Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
- Farmed fish must be harvested within the United States or any territory or possession of the United States. Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel (section 4207 of the Agriculture Improvement Act of 2018).
- Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 - the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
 - competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
- Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
- Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this Federal rule.

- **GEOGRAPHIC PREFERENCE (OPTIONAL):** A school food authority participating in the NSLP may apply a geographic preference when procuring **unprocessed** locally grown or locally raised agricultural products. School food authorities have the discretion to determine the local area to which the geographic preference option will be applied. Other types of geographic or local preference are prohibited when using Federal Child Nutrition Program funds.

While the State Agency and USDA does not have specific language around this provision, USDA has numerous guidance documents and examples on the [USDA Geographic Preference tip sheet](#).

- **COST REIMBURSABLE CONTRACTS (ONLY IF USING):** The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.
 - The contract language provided below is mandatory (7 CFR 210.21(f), 7 CFR 220.16(e), and 7 CFR 250.53).
 - Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
 - or
 - The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
 - The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
 - Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- **DURATION OF CONTRACT (FSMC SPECIFIC):** This requirement is for all school food authority's that enter into a contract with a Food Service Management Company.

- (7 CFR 210.16 (d)) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.
- **RECALL CONTACTS (USDA FOODS PROCESSING SPECIFIC):** The following two provisions must be included in all bids/responses for USDA Foods Processing ([Responding to a Food Recall – Procedures for Recalls of USDA Foods](#)).
 - A provision for information for processor food recall procedures.
 - Contact information for a point and backup person for handling food recalls.
- **USDA NONDISCRIMINATION STATEMENT:** All publications that mention USDA Child Nutrition Programs must include the following revised nondiscrimination statement. This includes solicitation and bid documents.
 - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
 - Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
 - (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
 - (2) Fax: (202) 690-7442; or
 - (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider

August 30, 1994

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Reply to

Attn. of:

SESN-207

Subject:

NSLP 94-10: Buy American Requirement

To:

All State Child Nutrition Directors
Southeast Region

It has come to the U.S Department of Agriculture's (USDA) attention that school food authorities (SFA) may be using Federal funds to purchase foreign foods, e.g. canned peaches, even though the law, Federal Regulations, and local specifications prohibit this practice. USDA, therefore, wants to reiterate the "Buy American" requirement, which (1) benefits our children by ensuring that high-quality foods are available in school lunch programs, and (2) supports American agriculture.

As you are aware, Section 3 (h) of the Commodity Distribution Reform Act and WIC Amendments of 1987, and section 250.23 of Federal Food Distribution Program regulations mandate that recipient agencies, including SFA's participating in the National School Lunch Program (NSLP), purchase, whenever possible, only food products that are produced in the U.S. A "food product produced in the U. S." is defined as "an unmanufactured food product produced in the U.S. or a food product that is manufactured in the U.S." In addition to exemptions set forth in the law for specific States and territories, and unusual or ethnic food preferences, the regulations identify two other situations which warrant a waiver to permit purchases of foreign products: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and (2) competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. These circumstances are the only exceptions to section 3 (h).

It is imperative that each SFA comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its school feeding programs. Subject to the exemptions cited above, such purchases must at least be proportionate with the extent of Federal funding in the SFA's school food service account. Therefore, given reports of foreign products in school feeding programs, we request that you remind the SFA's in your State of the "Buy American" requirement and ask them to (1) check their purchasing specifications to ensure adequate procurement of U.S. food products, (2) remind their

vendors and distributors of the “Buy American” requirement, and (3) examine product packaging. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.

Should you or your staff have any questions regarding this matter, please contact Rosie Daugherty or Brian Frasier of the School Programs Section at (404) 730-2631.

NENA P. BRATIANU
Regional Director
Special Nutrition Programs

July 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4-Independence Day (System wide Holiday)

JANUARY 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1-New Year's Day (System Wide Holiday)
2-Professional Deve.
3-Teacher Work Day
6-3rd QTR. Begins
20-MLK Jr. Day (System wide Holiday)
S-19/ T-21 Days

August 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1-Professional Development
2-Teacher Work Day
5-6-Professional Development
7-First Day of School/ 1st QTR

Students-18 Days
Teachers-22 Days

FEBRUARY 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

3-Virtual / Distance Instruction

S-20/ T-20 Days

SEPTEMBER 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2-Labor Day (System wide Holiday)
16-Professional Development
No Class for Students
30- Virtual/ Distance Learning

Students 19 Days
Teachers 20 Days

MARCH 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3-7-Presidents/ Fat Tuesday
14- end of 3rd QTR. (44 Days)
17- Teacher Work Day
18- 4th QTR. Begins

S-15/ T-16 Days

OCTOBER 2024

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 -End of 1st QTR.(48 DAYS)
14- Teacher Work Day
15-2nd Qtr. Begin

Students -22 Days
Teachers-23 Days

APRIL 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

21-25- Spring Break

S-17/ T-17 Days

NOVEMBER 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

5-Virtual/ Distance Instruction
11-Veterans Day (System wide Holiday)
25-29 Thanksgiving Break (School Holiday)

Students -15 Days
Teachers -15 Days

MAY 2025

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

21-End of 4th QTR.(45 Days)
22-Last Day for Students
23-Teacher Work day
26-Memorial Day (System wide Holiday)
27-Teacher Work Day

S-16/ T-18

DECEMBER 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20-2nd QTR. Ends (43 Days)

23-31 Christmas Break (School Holiday)

Students -15 Days
Teachers-15 Days

JUNE 2025

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

12 Month Employee Holidays 2024-25
July 4-Independence Day
Sept.2-Labor Day
Nov. 11-Veterans Day
Nov.27-29 Thanksgiving
Dec. 24-26-Christmas Break
Dec.31 & Jan. 1 New Year's
Jan.20 MLK Jr. Day
March 3-5 Mardi Gras/ Pres. Day
May 26- Memorial Day/June19-Juneteenth Day

First and Last Day of Quarter
 Virtual/Distance Instruction
 Teacher Planning/Staff Development/Student Holiday
 9-FLEX DAYS
 Student/Teacher Holidays

CRIMINAL BACKGROUND CHECKS

Criminal Background Checks. By submitting a bid, BIDDER agrees that the BIDDER and each officer, director, employee, servant, agent, and subcontractor of the BIDDER, and any other individual who will provide services involving access to and/or communication with students on the BIDDER's behalf, will fully cooperate with the BOARD in complying with all laws and regulations regarding criminal background checks. This cooperation will include, but will not be limited to, giving written consent to obtain criminal history background information checks and providing fingerprints for each individual who will have access to students to either agents of the BOARD or to another entity as directed by the BOARD and authorized by Alabama law. All individuals must pass the required criminal background check prior to having access to and/or communication with students. As of this date, criminal background checks are being handled through the BOARD's human resources department and processed by the State Board of Education. A copy of the fingerprinting process overview is attached hereto. **Once the background check has been completed successfully, the Board's human resources department will issue an identification badge. This badge is to be worn visibly at all times while on school board property. The cost of this badge is \$5.00, and the cost is the responsibility of the vendor.**

Prior to beginning work for the BOARD, the BIDDER, or a representative thereof with similar managerial authority, shall submit an Affidavit under oath to the BOARD, in a form satisfactory to the BOARD, stating that the BIDDER has satisfied the above requirements concerning fingerprint-based criminal background checks and will continue to do so. The BIDDER acknowledges that these requirements set forth a continuing obligation on the part of the BIDDER to assure that all persons having access to and/or communication with students will have passed the required background checks.

In the event any of the above referenced individuals are found to be unsuitable by the State Board of Education, all challenges allowed by law, administrative and through litigation, are expressly waived by the BIDDER on BIDDER's own behalf and on behalf of the individual, and such individual is precluded from providing any services to BOARD. If a replacement individual satisfactory to BOARD is not provided by the BIDDER within five (5) days, the BOARD may terminate the contract in accordance with its termination provisions.

Nothing contained herein shall be construed as establishing an agency relationship between the BIDDER and the BOARD nor shall anything contained herein be construed as an assertion of control, or reserved right of control over the activities of the BIDDER or the agents or employees of the BIDDER.

ALABAMA STATE DEPARTMENT OF EDUCATION BACKGROUND AND FINGERPRINT INSTRUCTIONS

Fingerprints and background checks, follow the links below to create an account and register:

Below are the updated links for fingerprinting, as well as tutorials ALSDE made to help navigate the fingerprint process.

Step 1: Create an AIM

Account: <https://content.myconnectsuite.com/api/documents/71ce52e65b444567a742cc3425f2f972>

Creating an AIM account Video Tutorial: <https://youtu.be/OGliSwfnWrM>

Step 2: Registration and

Fingerprinting: <https://content.myconnectsuite.com/api/documents/f53013a630844fbb8178e1e8ce8365e8>

Registering with Fieldprint Video Tutorial: <https://youtu.be/XviAd6avZH0>

Any questions you may have regarding registering and fingerprinting please contact:

Claudia Baker @ cbaker@mcpss.com or
Bryan Ashmore @ bashmore@mcpss.com
(251) 221-4500

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 24-19

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department.

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: ___ YES ___ NO

IS THE COMPANY OWNED BY: ___ MALE ___ FEMALE ___ BOTH

IS THE COMPANY INCORPORATED ___ YES ___ NO

ETHNICITY OF OWNERSHIP:

- ___ ASIAN AMERICAN
- ___ AMERICAN INDIAN
- ___ BLACK
- ___ DISABLED
- ___ HISPANIC
- ___ OTHER (*PLEASE SPECIFY*): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Mailing envelope has been addressed to:

Board of School Commissioners		Board of School Commissioners
Purchasing Office		Purchasing Office
P. O. Box 180069	OR	1 Magnum Pass
Mobile, AL 36618		Mobile, AL 36618

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time
-

TO HELP REDUCE POSTAGE COSTS, AWARD NOTICES WILL ONLY BE MAILED TO SUCCESSFUL BIDDERS. THE BID RESPONSES CAN BE VIEWED ON THE WEBSITE; AFTER BOARD APPROVAL, THE OFFICIAL AWARD CAN BE VIEWED ON THE WEBSITE (ACTIVE CONTRACTS).

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Check Each Of The Following As The Necessary Action Is Completed.

- The **Invitation to Bid** sheet has been signed
- The minority questionnaire completed and signed
- The variance sheet (if applicable)
- The USDA debarment sheet completed and signed
- Bid Bond or Cashier's Check required (5% of the total amount of the bid, not to exceed \$10,000.00)
- Addendum (if any) has been included
- PAVA Vendor Enrollment Data Sheet
- Read all bid requirements and specifications
- Submit Immigration Law Compliance Document completed
- Submit Evaluation weekly pricing sheets and supplier/manufacturer's invoices
- Submit Specification and Pricing Sheets
- Submit copy of Hazard Analysis Critical Point Report (HAACP)
- Submit copy of Workman's Comp. and Comprehensive Liability Insurance
- Submit copy of Third Party Audit/Inspection Report
- Submit 3 references with bid proposal
- Submit copy of business license from the State of Alabama and Mobile County
- Submit copy of the latest inspection rating from the State of Alabama Health Department & USDA certification for on-site cut room

[Type text]

- Submit Notarized Disclosure Statement Documents completed and signed
- State number of dedicated refrigerated trucks for MCPSS: _____
- Refrigerated trucks are to be equipped with GPS
- Hot Shot service required with response time within an hour of request

FIRST OF SUMMER EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, June 19, 2023 through Sunday, June 25, 2023 to base your weekly cost on. This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				
11	Cauliflower, Florets	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

END OF SUMMER EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, August 7, 2023 through Sunday, August 13, 2023 to base your weekly cost on. This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				

11	Cauliflower, Florets	Bg				
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Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

FIRST OF FALL EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, October 23, 2023 through Sunday, October 29, 2023 to base your weekly cost on. This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				

11	Cauliflower, Florets	Bg				
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Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

END OF FALL EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, November 6, 2023 through Sunday, November 12, 2023 to base your weekly cost on. This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				
11	Cauliflower, Florets	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

FIRST OF WINTER EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, December 11, 2023 through Sunday, December 17, 2023 to base your weekly cost on. This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				
11	Cauliflower, Florets	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

END OF WINTER EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, January 22, 2024 through Sunday, January 28, 2024 to base your weekly cost on. This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				
11	Cauliflower, Florets	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

FIRST OF SPRING EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, March 4, 2024 through Sunday, March 10, 2024 to base your weekly cost on. This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				
11	Cauliflower, Florets	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

END OF SPRING EVALUATION WEEKLY PRICING SHEET

Use the period of Monday, April 1, 2024 through Sunday, April 7, 2024 to base your weekly cost on.

This must be submitted with your bid proposal. Submit justification and pricing data information (manufacturer's invoices) along with your bid proposal so the pricing on this sheet can be confirmed.

The product specifications listed on the weekly pricing sheets are the same as the product specifications listed on the Specifications & Pricing sheets, the item numbers are the same for both sheets.

Vendor Name: _____

Pricing Period: _____

Vendor Contract Name: _____

Vendor Phone Number: _____

PART I

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Apple, Red	Cs				
2	Apple, Golden	Cs				
3	Apple, Granny Smith	Cs				
4	Bananas	Cs				
5	Broccoli Florets	Cs				
6	Cabbage, Red, Shredded	Bg				
7	Cantaloupe	Cs				
8	Carrots	Bg				
9	Carrots, Matchsticks	Bg				
10	Carrots, Sticks	Bg				
11	Cauliflower, Florets	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
12	Celery	Pk				
13	Celery Sticks	Cs				
14	Celery, Diced, 5 lb bag	Bg				
15	Grapefruit	Cs				
16	Cucumbers	Bg				
17	Grapes, Red	Cs				
18	Grapes, Green	Cs				
19	Honeydew Melon	Ea				
20	Kiwi Fruit	Cs				
21	Lemons	Bg				
22	Lettuce, Romaine	Pk				
23	Lettuce, Romaine, 24 count	Cs				
24	Lettuce, Romaine Chopped	Cs				
25	Mushrooms	Bx				
26	Onions, Green	Dz				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
27	Onions, Red	Bg				
28	Onions, Yellow	Bg				
29	Oranges	Cs				
30	Peaches	Cs				
31	Nectarines	Cs				
32	Pears, Bartlett	Cs				
33	Peppers, Red, 3 lb bag	Bg				
34	Peppers, Yellow	Bg				
35	Peppers, Green, Medium	Bg				
36	Peppers, Green, Diced	Bg				
37	Plums, Red	Cs				
38	Potatoes, Russet	Cs				
39	Potatoes, Sweet	Cs				
40	Radishes, Cello	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
41	Spinach, Regular, Cello	Cs				
42	Strawberries	Cs				
43	Tangerines	Cs				
44	Satsumas	Cs				
45	Tomatoes, 5 x 6	Cs				
46	Tomatoes, 6 x 6	Cs				
47	Tomatoes, Cherry	Cs				
48	Watermelon, Seedless	Ea				
49	Eggs, Harboiled	Ea				
50	Coleslaw	Cs				
51	Carrots, Baby	Cs				
52	Squash, Yellow Fancy	Cs				
53	Squash, Zucchini Fancy	Cs				
54	Limes	Bg				
55	Parsley, Italian Flat Leaf	Bg				

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee	Total Cost
					(Fixed)	
56	Cilantro	Bg				
57	Potato, Red "B" Size	Sack				
58	Cucumber Medallions	Cs				
59	Cucumber Medallions	Bg				
60	Carrots, Snack Pack	Cs				
61	Sweet Potato Sticks	Cs				
62	Pumpkins, Large	Ea				
63	Pumpkins, Pie	Ea				
64	Pumpkins, Mini	Ea				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

PART II

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Seasonal Fruit Mixed	Cs				
2	Grapes, Red Seedless	Cs				
3	Grapes, Green Seedless	Cs				
4	Grapes, Mixed Fresh (Red/Grn)	Cs				
5	Oranges, Cut/Sliced	Cs				
6	Oranges, Blood Sliced	Cs				
7	Oranges, Mandarin Whole	Cs				
8	Oranges, Cuties Whole	Cs				
9	Grapefruit Wedges	Cs				
10	Blackberries	Cs				
11	Blueberries	Cs				
12	Mixed Fresh Vegetables	Cs				
13	Ugli Fruit, Sliced	Cs				
14	Ugli Fruit, Whole Each	Ea				
15	Pineapple, Sticks	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
16	Pineapple, Chunks	Cs				
17	Pineapple, Whole	Ea				
18	Melon, Cut-Up	Cs				
19	Honeydew, Cut-Up	Cs				
20	Cantaloupe, Cut-Up	Cs				
21	Watermelon, Yellow Chunks	Cs				
22	Watermelon, Red Chunks	Cs				
23	Kiwi, Wedges	Cs				
24	Rutabaga, Sticks	Cs				
25	Sweet Potato Sticks	Cs				
26	Carrot Sticks	Cs				
27	Celery Sticks	Cs				
28	Jicama Sticks	Cs				
29	Asparagus	Cs				
30	Snow Peas	Cs				
31	Broccoli Florets	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
32	Cauliflower Florets	Cs				
33	Green Beans	Cs				
34	Grape Tomatoes	Cs				
35	Squash, Yellow Sliced	Cs				
36	Squash, Yellow Sticks	Cs				
37	Cucumber, Sliced	Cs				
38	Cucumber, Sticks	Cs				
39	Bell Peppers, Colored Sliced	Cs				
40	Bell Peppers, Colored Rings	Cs				
41	Sugar Peas	Cs				
42	Apples, Honeycrisp	Ea				
43	Scuppernongs	Cs				
44	Muscadines	Cs				
45	Mango Chunks	Cs				
46	Rambutan	Cs				
47	Cauliflower, Carnival	Cs				

Fresh cut facility required for this part of the bid. These items will be washed, cut, weighed and packaged.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
48	Edamane in Shell	Cs				
49	Carrots, Rainbow	Cs				
50	Tomatoes, Heirloom Grape	Cs				
51	Tomatoes, Grape, Assorted Colors	Cs				
52	Guava	Ea				
53	Bananas, Petite	Cs				
54	Persimmons	Ea				

Part III

Roasted vegetables on-site at the schools.

Item #	Description	Unit	Vendor Stock #	Product Cost	Distribution Fee (Fixed)	Total Cost
1	Roasted Corn	Ea				
2	Roasted Sweet Potatoes	Ea				
3	Roasted Baking Potatoes	Ea				

BID ON: PRODUCE - CNP DEPT.
BID NO.: 24-19
OPENED: MAY 15, 2024 @ 2:00 PM

SPECIAL INSTRUCTIONS FOR COMPLETING THE BID PRICING SHEETS

BIDDERS WILL BE REQUIRED TO TAKE THE AVERAGE COST FOR EACH ITEM FROM THE EIGHT (8) WEEKLY PRICE SHEETS THAT ARE PART OF THE EVALUATION AND LIST THAT AMOUNT IN THE "AVG. PRODUCT COST" COLUMN. YOU MUST LIST THE DISTRIBUTION FEE FOR EACH ITEM AND THEN ADD THE AVERAGE COST. YOU WILL TAKE THAT TOTAL AND MULTIPLY IT BY THE ESTIMATED QUANTITY (EACH ITEM HAS AN ESTIMATED QUANTITY LISTED) AND LIST THAT AMOUNT IN THE TOTAL PRICE COLUMN.

EXAMPLE: ITEM #1 EST. QTY. IS 3,862 X (AVERAGE PRODUCT COST + DIST. FEE) = TOTAL PRICE.						
Item	Est. Qty.	Unit	Description	Avg. Prod. Cost	Dist. Fee	Total Price
1	3,862	Cs	Apple, Red Apples, fresh, Red Delicious, Washington Fancy, Extra Fancy. U. S. No. 1 or higher. Minimum 40 lb. case, 113-125 case count.	* _____	** _____	*** _____
			Brand Offered:	_____		

Avg. Prod. Cost * - Place the average cost here for this item after it has been determined from the eight (8) weekly price sheets.

Dist. Fee ** - The price will stay the same throughout the bid period.

Total Price *** - Add the the Avg. Prod. Cost and the Dist. Fee together and then multiply that by the Est. Qty. and that will be the Total Price.

BID ON: PRODUCE - CNP DEPT. - SCHOOL YR 2024-2025 & SEAMLESS SUMMER 2025

BID NO.: 24-19

BID OPENED: MAY 15, 2024 @ 2:00 PM

SPECIFICATIONS AND PRICING - *ALL WRITING MUST BE LEGIBLE

PART I (*Distribution fee is fixed for the duration of this bid award)

Bidders must use the AVERAGE COST for each item. There should be no reason for a "No Bid" on any item. Failure to list a price for every item will result in your bid being rejected.

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
1	3,571	Cs	Apple, Red			
			Apples, fresh, Red Delicious, Washington Fancy, Extra Fancy. U. S. No. 1 or higher. Minimum 40 lb. case, 113-125 case count.			
			Brand Offered:			
2	1,413	Cs	Apple, Golden			
			Apples, fresh, Golden Delicious, Washington Fancy, Extra Fancy. U. S. No. 1 or higher. Minimum 40 lb. case, 113-125 case count.			
			Brand Offered:			
3	1,450	Cs	Apple, Granny Smith			
			Apples, fresh, tart green apple, U. S. No. 1 or higher. Minimum 113-125 count, 40 lb. case.			
			Brand Offered:			
4	6,737	Cs.	Bananas			
			Bananas, fresh, green #3 color. 40 lb. case.			
			Brand Offered:			
5	538	Cs	Broccoli Florets			
			Broccoli, florets, fresh cut, prepared from U. S. No. 1 or higher. 4/3 lb. pks. per case.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
6	196	Bg	Cabbage, Red			
			Cabbage, fresh cut, shredded, uniformly cut 1/8 - 1/4, gas permeable packaging, code-dated. 5 lb. bag. Brand Offered:			
7	325	Cs	Cantaloupe			
			Cantaloupe, fresh, U. S. No. 1, 12 count. Brand Offered:			
8	37	Bg	Carrots			
			Carrots, fresh, U. S. No. 1 or higher, medium to jumbo size, 10 lb. bags. Brand Offered:			
9	455	Bg	Carrots, Matchsticks			
			Carrot, matchsticks, fresh, U. S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated. 5 lb. bag. Brand Offered:			
10	161	Bg	Carrots, Sticks			
			Carrot, sticks, fresh, U. S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated. 5 lb. bag. Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
11	254	Bg	Cauliflower, Florets			
			Cauliflower, floret, fresh, U. S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated. 3 Lb. bag. Brand Offered:			
12	145	Pk	Celery			
			Celery, stalks, fresh, U.S. No. 1 or higher, bunch, sleeve pack, 16" stalks. 3 stalks in package. Brand Offered:			
13	148	Cs	Celery, Sticks			
			Celery, sticks, fresh, U. S. No. 1 or higher, gas permeable packaging, code-dated. 4/5 lb. bags per case. Brand Offered:			
14	306	Bg	Celery, Diced			
			Celery, diced, fresh, U. S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated. 5 lb. bag. Brand Offered:			
15	60	Cs	Grapefruit			
			Grapefruit, fresh, select, U.S. No 1 or higher. Minimum 40 lb. case, 48 count. Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
16	1,534	Bg	Cucumbers			
			Cucumbers, fresh, select, U. S. No. 1 or higher. 10 lb. bag.			
			Brand Offered:			
17	837	Cs	Grapes, Red			
			Grapes, fresh, red seedless, U. S. No. 1 table or higher, domestic. 18 - 20 lb. case.			
			Brand Offered:			
18	323	Cs	Grapes, Green			
			Grapes, fresh, green seedless, U. S. No. 1 table or higher, domestic. 18 - 20 lb. case.			
			Brand Offered:			
19	458	Ea.	Honeydew Melon			
			Honeydew melon, fresh, U. S. No. 1.			
			Brand Offered:			
20	326	Cs	Kiwi Fruit			
			Kiwifruit, fresh, U. S. No. 1, domestic preferred, packed in single layer flats or volume fill. 36 count per case.			
			Brand Offered:			
21	486	Bg	Lemons			
			Lemons, fresh, U.S. choice or higher, standard size, 115 count, 1 dz. in bag.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
22	1,727	Pk	Lettuce, Romaine			
			Lettuce, Romaine, fresh, head, U.S. No. 1 or higher. 3 heads in pack. Brand Offered:			
23	615	Cs	Lettuce, Romaine			
			Lettuce, Romaine, fresh, head, U.S. No. 1 or higher. 24 count per case. Brand Offered:			
24	4,287	Cs	Lettuce, Romaine Chopped			
			Lettuce, Fresh cut, chopped, uniform cut 1/8" - 1/4", gas permeable packaging, code-dated. Packaged 6/2 lb. bags per case. Brand Offered:			
25	35	Bx	Mushrooms			
			Mushrooms, fresh, medium to large size. 10 Lbs. Brand Offered:			
26	134	Dz	Onions, Green			
			Fresh or Iceless, green onion bunch, U. S. No. 1, small or medium. 1 dozen in a bunch. Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
27	224	Bg	Onions, Red			
			Onions, dry, fresh, red variety, U. S. No. 1, medium or larger. 5 lb. bags.			
			Brand Offered:			
28	55	Bg	Onions, Yellow			
			Onions, dry, fresh, yellow variety, U. S. No. 1, medium size. 50 lb. bag.			
			Brand Offered:			
29	2,375	Cs	Oranges			
			Oranges, fresh, Naval or Temple Valencia varieties, U.S. No. 1 or higher, Eastern Oranges, 100 -125 count. 38-45 lbs.			
			Brand Offered:			
30	647	Cs	Peaches			
			Peaches, fresh, U.S. No. 1 or higher. 56 - 60 count.			
			Brand Offered:			
31	471	Cs	Nectarines			
			Nectarines, fresh, 2 layer, U.S. No. 1 or higher. 56 - 60 count.			
			Brand Offered:			
32	1,031	Cs	Pears, Bartlett			
			Pears, Bartlett, fresh, U.S. No. 1 or higher, 100 minimum to 110 maximum count.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
33	334	Bg	Peppers, Red			
			Peppers, fresh, red variety, U. S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated. 3 lb. bag. Brand Offered:			
34	303	Bg	Peppers, Yellow			
			Peppers, fresh, yellow, U. S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated. 3 lb. bag. Brand Offered:			
35	544	Bg	Peppers, Green			
			Peppers, fresh, green variety, U. S. No. 1 or higher, medium size. 3 lb. bag. Brand Offered:			
36	313	Bg	Peppers, Green, Diced			
			Fresh cut, peppers green, U. S. No. 1 or higher, gas permeable packaging, sulfite free, code-dated. 5 lb. bag. Brand Offered:			
37	1,793	Cs	Plums, Red			
			Plums, Red, fresh, U.S. No. 1 or higher, 2" or 3" in size. 80-90 count per case. Brand Offered:			
38	181	Cs	Potatoes, Russet			
			Potato, white, fresh, Russet variety, U. S. No. 1 or higher. 90 count per case. Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
39	28	Cs	Potatoes, Sweet			
			Potato, sweet, fresh, U. S. No. 1, small to medium size. 40 lb. case.			
			Brand Offered:			
40	780	Bg	Radishes, Cello			
			Radishes, fresh, red, cello pack, U. S. No. 1. 6 oz. bag.			
			Brand Offered:			
41	221	Cs	Spinach, Regular			
			Spinach, fresh, cello packed, stemmed and washed, code-dated. 4/2.5 lbs.			
			Brand Offered:			
42	218	Cs	Strawberries			
			Strawberries, fresh, U. S. No. 1. 8/16 oz. containers per case.			
			Brand Offered:			
43	1,250	Cs	Tangerines			
			Tangerines, fresh, U. S. No. 1 or higher, maximum 150 count.			
			Brand Offered:			
44	743	Cs.	Satsumas			
			Satsumas, fresh, U. S. No. 1 or higher, maximum 150 count.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
45	1,778	Cs	Tomatoes			
			Tomatoes, fresh, U. S. No. 1, mature, vine ripened, medium to large size, (light red to red). 5 x 6, loose pack. 25 lb. case.			
			Brand Offered:			
46	464	Cs	Tomatoes			
			Tomatoes, fresh, U. S. No. 1, mature, vine ripened, medium to large size, (light red to red). 6 x 6, loose pack. 25 lb. case.			
			Brand Offered:			
47	818	Cs	Tomatoes, Cherry			
			Tomatoes, Cherry, fresh, U. S. No. 1, mature, ripeness stage 5 – 6 (light red to red). 12 pints per case.			
			Brand Offered:			
48	475	Ea	Watermelon, Seedless			
			Watermelon, fresh, whole, U. S. No. 1 or higher, seedless, 15-18 lbs. average. Each.			
			Brand Offered:			
49	224	Ea	Eggs, Hardboiled			
			Eggs, hardboiled, 4 gallon in liquid, code-dated, U.S. No. 1 or higher.			
			Brand Offered:			
50	974	Cs	Coleslaw			
			Pre-mixed shredded green cabbage, red cabbage and carrots. Product is washed and ready to eat. Contains no preservatives and is 100% useable. 4/5 lbs. bags per case.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
51	280	Cs	Carrots, Baby			
			Pre-washed, ready to use, packaged, no preservatives. 1 lb. bag. 12/1 lb. bags per case.			
			Brand Offered:			
52	45	Cs	Squash, Yellow Fancy			
			US #1, 20 pound case.			
			Brand Offered:			
53	2	Cs	Squash, Zucchini Fancy			
			US #1, 15 pound case.			
			Brand Offered:			
54	37	Bag	Limes			
			US #1, 150 count, 1 dz.count in bag.			
			Brand Offered:			
55	9	Bag	Parsley, Italian Flat Leaf			
			3 count in a bag.			
			Brand Offered:			
56	5	Bag	Cilantro			
			3 count in a bag.			
			Brand Offered:			
57	8	Sack	Potato, Red "B" Size			
			US #1, 50 pound sack.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
58	40	Cs	Cucumber Medallions			
			US #1, 4/5 pounds (20 pound case).			
			BRAND OFFERED:			
59	95	Bg	Cucumber Medallions			
			US #1, 5 pound bag.			
			BRAND OFFERED:			
60	1840	Cs	Carrots, Snack Pack			
			US #1, 100/2 ounce packs. (12.5 pounds in case).			
			BRAND OFFERED:			
61	3	Cs	Sweet Potato Sticks			
			US #1, 4/5 pounds (20 pound case).			
			BRAND OFFERED:			
62	174	Ea	Pumpkins, Large			
			12-15 pounds average. All vegetables to be fresh/raw.			
			BRAND OFFERED:			
63	348	Ea	Pumpkins, Pie			
			US #1. All vegetables to be fresh/raw.			
			BRAND OFFERED:			
64	5,231	Ea	Pumpkins, Mini			
			US #. All vegetables to be fresh/raw.			
			BRAND OFFERED:			

PART II (*Distribution fee is fixed for the duration of this bid award)

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant and will be cut, weighed and packaged in the successful bidders on-site cutting room:						
1	345	Cs	Seasonal Fruit Mixed			
			US #1, All fruits are to be fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
2	200	Cs	Grapes, Red Seedless			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
3	200	Cs	Grapes, Green Seedless			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
4	276	Cs	Grapes, Mixed Fresh (Red/Green)			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
5	146	Cs	Oranges, Cut/Sliced			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
6	251	Cs	Oranges, Blood Sliced			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant:						
7	300	Cs	Mandarin Oranges, Citrus Fruit, Whole			
			US #1, All fruits are fresh/raw. 5 pound box count.			
			Brand Offered:			
8	50	Cs	Cuties Oranges, Citrus Fruit, Whole			
			US #1, All fruits are fresh/raw. 5 pound box count.			
			Brand Offered:			
9	121	Cs	Grapefruit Wedges			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
10	118	Cs	Blackberries			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
11	118	Cs	Blueberries			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
12	653	Cs	Mixed Fresh Vegetables			
			US #1, All vegetables are fresh/raw, 36 ct/2oz.			
			Brand Offered:			
13	150	Cs	Ugli Fruit, Sliced			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant:						
14	200	Ea	Ugli Fruit, Whole, Each			
			US #1, All fruits are fresh/raw. 40 count.			
			Brand Offered:			
15	228	Cs	Pineapple Sticks			
			US #1, All fruits are fresh/raw, 50 ct.			
			Brand Offered:			
16	200	Cs	Pineapple Chunks			
			US #1, All fruits are fresh/raw, 36 ct/2 oz. bowl.			
			Brand Offered:			
17	100	Ea	Pineapple, Whole			
			US #1, All fruits are fresh/raw.			
			Brand Offered:			
18	200	Cs	Melon, Cut Up			
			US #1, All fruits are fresh/raw, 36 ct/2 oz. bowl.			
			Brand Offered:			
19	96	Cs	Honeydew, Cut Up			
			US #1, All fruits are fresh/raw, 36 ct/2 oz. bowl.			
			Brand Offered:			
20	200	Cs	Cantaloupe, Cut Up			
			US #1, All fruits are fresh/raw, 36 ct/2 oz. bowl.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant:						
21	200	Cs	Watermelon, Chunks, Yellow			
			US #1, All fruits are fresh/raw, 36 ct/2 oz. bowl.			
			Brand Offered:			
22	50	Cs	Watermelon, Chunks, Red			
			US #1, All fruits are fresh/raw, 36 ct/2 oz. bowl.			
			Brand Offered:			
23	260	Cs	Kiwi, Wedges			
			US #1, All fruits are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
24	150	Cs	Rutabaga Sticks			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
25	133	Cs	Sweet Potato Sticks			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
26	187	Cs	Carrot Sticks			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
27	187	Cs	Celery Sticks			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant:						
28	200	Cs	Jicama Sticks			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
29	121	Cs	Asparagus			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
30	105	Cs	Snow Peas			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
31	130	Cs	Broccoli Florets			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
32	200	Cs	Cauliflower Florets			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
33	121	Cs	Green Beans			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
34	190	Cs	Grape Tomatoes			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant:						
35	130	Cs	Squash, Yellow, Sliced			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
36	75	Cs	Squash, Yellow, Sticks			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
37	127	Cs	Cucumber, Sliced			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
38	200	Cs	Cucumber, Sticks			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
39	130	Cs	Bell Peppers, Colored, Sliced			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
40	200	Cs	Bell Peppers, Colored, Rings			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
41	128	Cs	Sugar Peas			
			US #1, All vegetables are fresh/raw, 36 ct/2 oz.			
			Brand Offered:			
42	67	Ea	Apples, Honeycrisp			
			US #1 or higher. Minimum 40 lb. case. 113-125 ct.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant:						
43	64.5	Cs	Scuppernongs			
			US #1. All fruits are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
44	64.5	Cs	Muscadines			
			US #1. All fruits are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
45	200	Cs	Mango Chunks			
			US #1. All fruits are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
46	200	Cs	Rambutan			
			US #1. All fruits are fresh/raw. Each.			
			Brand Offered:			
47	130	Cs	Cauliflower, Carnival			
			US #1. All vegetables are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
48	200	Cs	Edamame in Shell			
			US #1. All vegetables are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
49	149	Cs	Carrots, Rainbow			
			US #1. All vegetables are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
50	200	Cs	Tomatoes, Heirloom Grape			
			US #1. All vegetables are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			

Item	Est. Qty.	Unit	Description	Avg. Product Cost	*Dist. Fee	Total Price
The following items are part of the Fresh Fruit and Vegetable Program Grant:						
51	200	Cs	Tomatoes, Grape, Assorted Colors			
			US #1. All vegetables are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
52	200	Ea	Guava			
			US #1. All fruits are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			
53	41	Cs	Bananas, Petite			
			US #1. All fruits are fresh/raw. Each.			
			Brand Offered:			
54	200	Ea	Persimmons			
			US #1. All fruits are fresh/raw. 36 ct/2 oz.			
			Brand Offered:			

