

School District of Palm Beach County FL



Solicitation No. 11C-5D

Term Contract for Frozen Meal System

RESPONSES ARE DUE PRIOR TO:

Aug 27, 2010 2:00:00 PM EDT

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

Bid 11C-5D

Term Contract for Frozen Meal System

Bid Number	11C-5D
Bid Title	Term Contract for Frozen Meal System
Bid Start Date	Aug 5, 2010 1:00:20 PM EDT
Bid End Date	Aug 27, 2010 2:00:00 PM EDT
Question & Answer End Date	Aug 23, 2010 5:00:00 PM EDT
Bid Contact	Dick Hardman Senior Purchasing Agent 561-434-8209 hardman@palmbeach.k12.fl.us
Contract Duration	2 years
Contract Renewal	3 annual renewals
Prices Good for	See Term of Contract
Pre-Bid Conference	Aug 17, 2010 7:00:00 AM EDT Attendance is optional Location: . Non-Mandatory Site Inspection There will be a site inspection on Tuesday August 17, 2010, beginning at 7:00 am. We will meet at the Food Service Office, 3661 N Interstate Park, Riviera Beach, FL, 33404, for interested parties. We will visit as many sites as possible. We will continue on Wednesday, August 18, 2010, at 7:00 am, to continue, if needed. We will not re-visit sites already visited the prior day.
Pre-Bid Conference	Aug 18, 2010 7:00:00 AM EDT Attendance is optional Location: . Non-Mandatory Site Inspection There will be a site inspection on Tuesday August 17, 2010, beginning at 7:00 am. We will meet at the Food Service Office, 3661 N Interstate Park, Riviera Beach, FL, 33404, for interested parties. We will visit as many sites as possible. We will continue on Wednesday, August 18, 2010, at 7:00 am, to continue, if needed. We will not re-visit sites already visited the prior day.
Standard Disclaimer	All responses must be submitted electronically on www.Bidsync.com by registering with Bidsync
Bid Comments	*THIS IS A NO FEE INVITATION TO BID. Added on Aug 12, 2010: ADDENDUM 1: This addendum adds to this Invitation to Bid as follows: Now Reads: Non-Mandatory Site Inspection There will be a site inspection on Tuesday August 17, 2010 beginning at 7:00 am. We will meet at the Food Service Office, 3661 N Interstate Park, Riviera Beach, FL 33404 for interested parties. We will visit as many sites as possible. We will continue on Wednesday August 18, 2010 at 7:00 am to continue, if needed. We will not re-visit sites already visited the prior day. .

Changes made on Aug 12, 2010 2:40:58 PM EDT

New Documents

11C-5D Addendum 1.pdf

Conference on Aug 17, 2010 7:00:00 AM EDT as been added

Conference on Aug 18, 2010 7:00:00 AM EDT as been added

Item Response Form

Item 11C-5D-1-01 - Group A: Reimbursable Elementary Breakfasts With Milk
 Quantity 1 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
No Location Specified
 Qty 1

Description
Supply cost of Reimbursable Elementary Breakfasts With Milk.

PRICING MUST BE CARRIED OUT TO THE SECOND DECIMAL PLACE AND MUST NOT BE ROUNDED.

The District will determine, after the award of this bid, whether or not milk will be purchased as a part of the meal system.

Item 11C-5D-1-02 - Group A: Reimbursable Elementary Breakfasts Without Milk
 Quantity 1 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
No Location Specified
 Qty 1

Description
Supply cost of Reimbursable Elementary Breakfasts Without Milk.

PRICING MUST BE CARRIED OUT TO THE SECOND DECIMAL PLACE AND MUST NOT BE ROUNDED.

The District will determine, after the award of this bid, whether or not milk will be purchased as a part of the meal system.

Item 11C-5D-1-03 - Group A: Reimbursable Elementary Lunches With Milk
 Quantity 1 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
No Location Specified
 Qty 1

Description
Supply cost of Reimbursable Elementary Lunches With Milk.

PRICING MUST BE CARRIED OUT TO THE SECOND DECIMAL PLACE AND MUST NOT BE ROUNDED.

The District will determine, after the award of this bid, whether or not milk will be purchased as a part of the meal system.

Item 11C-5D-1-04 - Group A: Reimbursable Elementary Lunches Without Milk
 Quantity 1 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
No Location Specified
 Qty 1

Description
 Supply cost of Reimbursable Elementary Lunches Without Milk.

PRICING MUST BE CARRIED OUT TO THE SECOND DECIMAL PLACE AND MUST NOT BE ROUNDED.

The District will determine, after the award of this bid, whether or not milk will be purchased as a part of the meal system.

Item 11C-5D-1-05 - Group A: Reimbursable Secondary School Lunches With Milk
 Quantity 1 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
No Location Specified
 Qty 1

Description
 Supply cost of Reimbursable Secondary School Lunches With Milk.

PRICING MUST BE CARRIED OUT TO THE SECOND DECIMAL PLACE AND MUST NOT BE ROUNDED.

The District will determine, after the award of this bid, whether or not milk will be purchased as a part of the meal system.

Item 11C-5D-1-06 - Group A: Reimbursable Secondary School Lunches Without Milk
 Quantity 1 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
No Location Specified
 Qty 1

Description
 Supply cost of Reimbursable Secondary School Lunches Without Milk.

PRICING MUST BE CARRIED OUT TO THE SECOND DECIMAL PLACE AND MUST NOT BE ROUNDED.

The District will determine, after the award of this bid, whether or not milk will be purchased as a part of the meal system.

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

Date: 8/12/10

ADDENDUM NO.: 1

INVITATION TO BID NO.: 11C-5D

TITLE: TERM CONTRACT FOR FROZEN MEAL SYSTEM

RETURN DATE: August 27, 2:00 P.M. EST

This addendum adds to the above listed Invitation to Bid as follows:

Now Reads:

Non-Mandatory Site Inspection

There will be a site inspection on Tuesday August 17, 2010 beginning at 7:00 am. We will meet at the Food Service Office, 3661 N Interstate Park, Riviera Beach, FL 33404 for interested parties. We will visit as many sites as possible. We will continue on Wednesday August 18, 2010 at 7:00 am to continue, if needed. We will not re-visit sites already visited the prior day.

This addendum is for information only and need not be returned with your Bid.



Dick Hardman, Senior Purchasing Agent



Genell McMann, Purchasing Manager

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813**

**INVITATION TO BID
Bidder Acknowledgement**

Vendor Name:

Vendor Mailing Address:

Area Code / Telephone Number:

Toll-Free Telephone Number:

Fax Number:

Vendor E-Mail Address:

Vendor Web Address:

FEID No. or SS #:

Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

Name of Company Representative Submitting Bid:

Title of Company Representative Submitting Bid:

Date:

INSTRUCTIONS TO BIDDERS

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

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:**
 - a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
 - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
4. **BIDS:** Bids will be received electronically through a secure mailbox at BidSync, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** *The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid*

response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted with BidSync, Inc. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

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

16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.
20. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

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

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

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

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

22. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

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

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeachschools.org/mwbe/> .

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of

Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
 - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
 - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of the Contract.

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

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

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

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

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
23. **ORDERING PROCEDURE:**

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

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest

within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.
27. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

11C-5D - SPECIAL CONDITIONS

- A **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Frozen Meal System, as specified herein. The System is to be established at selected sites throughout the District. Currently, 15 sites have been identified that could participate. See attached site listing. Pricing may also be a factor affecting participation. The District reserves the right to add, remove or adjust sites at any time during the term of this contract. Unit prices quoted for the frozen component meal system must include all costs associated with this bid including, but not limited to, equipment and delivery of frozen meals.
- B **DELIVERY SITES:** Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location.
- C **AWARD:** Contract will be awarded to the lowest bid from a responsive, responsible bidder, subject to the terms and conditions contained herein. Items in groups as marked, will be awarded by group. (A group is defined as an item with several parts labeled 1, 2, 3 with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully considers each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

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

The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County. The District does not recognize any other certifications. If you have graduated from the certification of the District it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the School District for the previous three year period.

For District certification go to <http://www.palmbeach.k12.fl.us/MWBE> website and complete the M/WBE certification application.

- D **TERM OF CONTRACT:** The term of this contract shall be from date of award through July 15, 2012, and may, by mutual agreement between the School District and the awardee, be renewable for three (3) additional one (1) year periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.

- E **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-ventures, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- F **BIDDER QUALIFICATIONS:** Bidder shall submit, in writing, with the bid, a descriptive response to each item listed below. Failure to answer each item listed below shall result in disqualification of bid. Whether or not the information submitted qualifies the bidder to perform the service required is solely at the discretion of the District. **Bidders(s) shall submit written descriptive information as follows:**

- 1 Bidder shall provide five references including name, business and service address, contact person(s), telephone number(s), number of employees, services performed and how long account has been active for your five largest clients for which similar work was performed. These references should include services for public (government) agencies of similar size and scope. This information shall be completed on Reference Document and be submitted with the bid.
- 2 Provide one month's actual breakfast and lunch menus for two clients, showing compliance with nutritional guidelines and a variety of food offerings.

- G **AREA REPRESENTATIVE:** Bidder should indicate on the Area Representative Document the name, address, phone number and email address, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

- H **SUBCONTRACTING:** Subcontracting is not allowed on this bid.

- I **QUANTITIES:** Quantities specified are estimates and the School District reserves the right to vary the quantities. Individual orders will be placed during the contract period that will comprise the estimated total quantities. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

- J **MINIMUM ORDER:** Quantities stated in this bid are estimates. They are subject to change in order to meet the needs of the District. There will be no minimum orders allowed in this bid.

- K **RESPONSIBILITIES OF THE AWARDEE:**

- 1 The awardee shall deliver meals to sites at the specified locations, according to the delivery schedule approved by the Food Services Department.
- 2 The awardee shall adhere to the preliminary ten-day cycle menu(s) and portion sizes specified by the District on Bid Specifications for the first 30 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the District. The meals must meet the Enhanced Food Based Menu Planning Approach as designated herein by the District for the duration of the contract including all subsequent renewals. Meals must meet or exceed the calories and meet the nutrient standards for National

School Lunch and/or School Breakfast Programs for the age/grade groups of school children.

- 3 The Enhanced Food-Based Menu Planning Approach has been designated; the serving sizes provided by the District on the preliminary ten-day cycle menu(s) are based on the required minimum serving size. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated, the awardee must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the ten-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this Invitation for Bid.
 - 4 The awardee shall provide the menu cycle to the District ten days prior to the month in which it will begin.
 - 5 The awardee shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the National School Lunch and School Breakfast Programs, as applicable.
 - 6 The awardee shall be responsible for the quality and wholesomeness of meals up to, and including, delivery to the Students.
 - 7 The awardees shall be responsible for providing two (2) protein choices for each day to allow for added selections.
- L **ORDER PROCESSING:** The awardee must be able to receive orders electronically. The awardee shall develop predictable forecast data and provide adequate lead-time on scheduling adequate inbound shipments of supplies to minimize out-of-stock situations. Awardee may be requested to provide the District, in advance of contract approval, a written or verbal explanation of the order processing system to be implemented and provide assurance that this system shall be compatible with the District capabilities.
- M **DELIVERY:** Delivery of products included in this Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.
- 1 **EQUIPMENT AND DRIVERS:** Each delivery shall be made on a single freezer/refrigerated vehicle to adequately protect frozen and special care products and containers, in accordance with manufacturer recommendations. Types of delivery vehicles used are subject to approval by the Food Services Department. The awardee is required to provide inside delivery for all units ordered from this bid. Drivers shall deliver products into pantry or cooler rooms as designated by the cafeteria manager. Drivers are not required to stow products on shelves, or remove containers from master cartons.
 - a All refrigerated food shall be delivered at an internal temperature of 40°F or below.
 - b All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.

- 2 **SCHEDULES:** The awardee shall deliver each sites order weekly. Deliveries shall be made to schools on a regular weekly schedule between the hours of 6:30 a.m. and 2:30 p.m., or as may be otherwise approved by the District. In the event that schools are closed on a regularly scheduled delivery day, it shall be required that the delivery be rescheduled for the business day immediately preceding or immediately following the regular delivery day. Delivery schedules shall be submitted by the awardee to the sites for approval two weeks prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awardee shall be submitted to the District for approval 30 days prior to implementation. The awardee(s) shall be notified in advance of school off-days so that special arrangements can be made for delivery as may be approved by the District. If an item is omitted from an order by the awardee, or is delivered in unacceptable condition (improperly chilled or damaged containers, for example) replacement delivery shall be made within 24 hours, or at a longer time span if approved by the District. The awardee is expected to make deliveries, at a minimum error free level of 99 percent of the line items, as pertains to distributor accuracy and acceptability of the order units.
- a Deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination.
 - b Typically there are no deliveries during the summer (June and July).

- N **FOOD SPECIFICATIONS:** The food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

Specifications shall be as follows:

1 **Bread/Grains**

- a Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour. The District reserves the right to approve products containing enriched flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- b Breaded and battered items must consist of enriched flours for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.

2 **Meat**

- a All meat and poultry must have been inspected by the United States Department of Agriculture (USDA) and must be free from off color or odor.
- b Beef must be at least 80:20 lean to fat.
- c Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
- d Turkey products should be provided in place of pork products whenever applicable.
- e All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or

cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.

- f All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.

3 Dairy

- a All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory melt-ability; and contain proper moisture and salt content.
- b Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

4 Produce

- a The School Food Service Department will assume responsibility for providing fresh produce including fruits, vegetables, and salads.
- b All hot vegetables served as a component in an entrée must meet the food distributors' first quality level (extra fancy and fancy). Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.

5 Other

- a Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

- 6 **Non-Food Items:** Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, moist towelette and disposable trays. Awardee shall insert non-food items that are necessary for the meal to be eaten.

7 PACKAGING REQUIREMENTS:

- a Cartons—each carton shall be labeled to meet state or local requirements. Label to include:
- b Processor's name, address, and zip code (plant)
- c Food items and meal type
- d Date of production
- e Quantity of individual units per carton

- 8 **THE US DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION:** Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the extent practicable, domestic commodities or products for use in meals served under the programs.

- a The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agriculture commodities that are produced in the United States. The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
- b Only items and/or products grown, produced and processed in the United States of its territories will be considered for award purposes unless otherwise stated.
- c If a product is not produced in the USA, all foreign products must be submitted as an alternate and specify country of origin. All foreign products must be inspected for wholesomeness as well as grades and origin of product must be so noted on grade certificates. All products of foreign origin accepted on the bid must have a pesticide analysis from a certified US Lab or Commodity Scientific Support Division (CSSD) at no cost to the School District of Palm Beach County. If any pesticide residue is in excess of USDA or FDA recommendation the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

O 10-Day Cycle Menus

- 1 Upon award the awarded vendor must assist the District in generating a preliminary ten-day cycle menu. The agreed upon menu will be used for the first 30 days of meal service.
- 2 The awardees should work to mirror the districts menu choice when possible.
- 3 Products may be name brand or equivalent.
- 4 In most cases, the serving sizes provided by the District on the ten-day cycle menu(s) are based on the required minimum serving sizes stated in Enhanced Food Based Meal Patterns. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Enhanced Food Based Meal Patterns, the awardee is required to increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the ten-day cycle menu(s). Prior to submitting a bid, it is the bidder's responsibility to conduct a nutritional analysis of the menu(s) based on the products/brands to be served in order to determine if serving size increases and/or additional food items will be necessary. The bidder's bid should take into consideration this determination. Serving sizes may not be decreased unless otherwise stated in this Invitation for Bid.

Note: When referring to Enhanced Food Based Meal Patterns use the information listed in the following column "Grades 7-12" for lunch and "Grades K-12" for Breakfast.

P EQUIPMENT:

- 1 Provide a list of equipment models and specifications that may be used in each site.
- 2 The awardee is required to provide, at no cost to the District or Charter Schools, complete maintenance and repair services on all awardee supplied equipment in all of the schools participating in this program.
- 3 The awardee will supply equipment to hold, store and reheat meals (i.e., ovens, freezers, refrigerators, oven rack, dollies, and oven baskets) as required. The District reserves the right to consider alternate equipment. The cost of this equipment will be part of the per meal unit price. Should the District or Charter School require additional equipment during the term of the contract, including all subsequent renewals, if applicable, the awardee shall provide the additional equipment at no cost to the District.
- 4 The Charter will provide proper electrical or natural gas service as needed. The awardee shall retain title to all equipment supplied.

- 5 Insurance: The District will not carry insurance to cover the awardees' equipment, supplies, or other personal property. The awardee shall obtain its own insurance for such property. The awardee waives any claim against the District or Charter School for loss or damage to any of its personal property, whether or not covered by the awardees' insurance.

Q **COST:**

- 1 Pricing must be carried out to the second decimal place and must not be rounded.
- 2 The unit price per meal shall be priced without milk, fresh fruit, cupped fruit, or 100% fruit juice. The prices shall include condiments applicable to the menu, disposable eating utensils, a moist towelette and disposable tray.
- 3 All bids must be based on the sample menus.
- 4 The bid price must not include the use of commodities.
- 5 All offers must be carried out to the second decimal place and must not be rounded.
- 6 The District is not obligated to purchase any minimum number or dollar amount of meals under this contract.

- R **SAFETY AND QUALITY ASSURANCE:** Successful vendors shall have a Safety and Quality Assurance (QA) system in place. Safety and sanitation inspections aid in assuring the delivery of product is free from contamination and product degradation. Upload details about your Safety and/or QA plan(s) with your response. **This information is required.** Upload samples of any forms or logs that you use in support of your plan. Items delivered will be rejected if packing dates are outside the acceptable shelf life or if produce quality are not acceptable. Furthermore, the District reserves the right to identify and reject on delivery certain unstable items which have shorter shelf life spans. All products must be delivered fresh in clean and sanitary condition.

1. **Food And Safety & Recalls:** Ensuring the safety of the food supply is critical to the School District. Manufacturers, distributors and importers must 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 successful bidder shall have a process in place to effectively respond to a food recall that must include accurate and timely communication to the school district regarding a food recall, ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner and streamline the process for reimbursement for recalled product. A one-page summary of each bidder's recall policy and procedures is to be submitted with the offer.
2. **Storage Facilities and Distribution Vehicles:** The awarded vendor will be responsible to properly store inventory, rotate and maintain the quality of all products. Loss of products from water damage, vermin infestations, elements of nature or any other losses will be the responsibility of the vendor. The vendor will maintain sanitary conditions and meet Florida Department of Health standards and Palm Beach County Health Department regulations. Food products are to be stored at the designated temperature for the protection of each product. The vendor shall be liable for any losses due to mishandling.

Storage of these food items must be made in sanitary storage areas with proper air circulation for protection against rapid spoilage and eventual loss of the product. While loading products for delivery, the loading dock must have a controlled environment similar to the storage areas. Floors are to be kept free of debris and dust.

- a. All storage areas and delivery trucks must be kept clean and protected from infestation. Approved rodent bait traps or other systematic control must be installed and maintained with proper pest control services.
- b. No damaged or contaminated product is to be left exposed in areas, where food products are stored.
- c. Care should be taken that items are not stacked so high as to cause bursting or crushing of the bottom layers, nor should items be stacked so high as to be subject to unacceptable temperatures.
- d. All products for storage and delivery must be palletized. Pallets must be stacked properly as not to incur any product damage.
- e. The successful Vendor's plant facilities and records shall be subject to inspection by representatives of the District at any time during normal working hours. These District representatives may consist of Food Service Managers and/or administrative staff who may inspect the facilities for contract compliance, sanitation, etc.

S INSPECTION OF FACILITIES: It is a requirement of this bid that vendors have adequate stock to supply the requirements of the District. Furthermore, it is also required that Safety and sanitation practices are being followed. Therefore, the District reserves the right, prior to the awarding of a contract for this bid, or at any other time to inspect bidder's facilities to determine if in the opinion of the School District's representative the bidder's local stock is adequate and safety and sanitation requirements adhere to the District's requirements. Adequacy of local stock will be a determining factor in award of contract(s) in order to assure the District adequate and immediate delivery of items specified in this bid. If in the opinion of the School District's representative it is determine that local adequate stock is not evident and/or industry safety and sanitation practices are not in place based on an inspection of bidder's facilities, a recommendation will be made to reject the bid(s) of those vendors not adequately meeting these requirements.

T PLACING AN OFFER

- 1 All offers must be submitted electronically to BidSync.com. Per the District request, BidSync will not allow offers to be submitted after the closing date and time. Hard copy bids will not be accepted.
- 2 Please note that offers cannot be submitted until all attachments have been opened by the bidder (some requiring completion) on www.bidsync.com. Allow plenty of time to complete your offer.
- 3 If necessary, an addendum will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.

U **LICENSES, CERTIFICATIONS AND TAXES:**

The awardee shall obtain and maintain, throughout the entire contract period and all subsequent renewals, all licenses, permits, and health certifications required by federal, state, and local laws.

The awardee shall obtain state or local health certification for any facility where components are prepared or packaged and the awardee shall maintain this health certification for the duration of the contract and all subsequent renewals, if applicable.

V **PRICE ADJUSTMENT:**

The bid pricing shall be firm for the initial term of the contract. Any changes to the unit price in subsequent years shall be made upon awardee request submitted in writing to the Purchasing Department prior to the start of each extension period based on the Consumer Price Index for Urban Consumers – Food Away from Home or 3%, whichever is less.

W **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Dick Hardman, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

- X **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted on BidSync at www.BidSync.com. Dick Hardman, Purchasing Agent, is authorized only to direct prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Dick Hardman, nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.
- Y **SAMPLES:** Samples are required on the items indicated if bidding other than item specified. Samples must be submitted with bid or within three days upon request. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated shall be reasons for rejection of bid. Samples must be accompanied by a MSDS if required in this bid document.
- Z **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

Early Payment Terms: Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this Bid; however the District's payment terms are net 30 days.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor

2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services. Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board will not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

AA INCORRECT PRICING/INVOICES: Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent will not be honored.

BB CHANGE ORDERS: Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent will not be honored.

CC DISTRICT PURCHASING CARD: The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

DD BID QUESTIONS: All questions related to this bid must be submitted through BidSync and must be received no later than Monday August 23, 2010, at 5:00PM.

EE POSTING OF BID RECOMMENDATION / TABULATIONS: Bid recommendations and tabulations will be posted electronically with **BidSync** and at the Fulton Holland Educational Services Center Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, on Wednesday, September 1, 2010, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If

the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

11C-5D - BID PREPARATION CHECKLIST

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you comply:

- Bidder Acknowledgement
- Bidder Qualification Information, see Special Condition F
- List of supplied equipment models and specifications
- Safety/Quality Assurance Information
- Debarment Certification
- Variance Document
- Reference Document
- Area Representative Document
- Payment Terms
- Minority Certification Information (if applicable)
- Form 0580, Drug-Free Workplace Certification

If you need assistance uploading the required additional documentation with your bid, contact BidSync for assistance.

Allow sufficient time for completion and submittal of all required documents and uploads. Failure to do so may result in your bid being rejected.

[Code of Federal Regulations]
 [Title 7, Volume 4]
 [Revised as of January 1, 2003]
 From the U.S. Government Printing Office via GPO Access
 [CITE: 7CFR220.21]

[Page 110-114]

TITLE 7--AGRICULTURE

CHAPTER II--FOOD AND NUTRITION SERVICE, DEPARTMENT OF AGRICULTURE

PART 220--SCHOOL BREAKFAST PROGRAM--Table of Contents

Sec. 220.21 Information collection/recordkeeping--OMB assigned control numbers.

7 CFR section where requirements are described	Current OMB control number
220.3(e).....	0584-0327
220.5.....	0584-0012
220.7(a)-(e).....	0584-0329
	0584-0012
	0584-0026
220.8(f).....	0584-0012
220.9(a).....	0584-0012
220.11 (a), (b), (e).....	0584-0012
	0584-0002
	0584-0341
220.12(b).....	0584-0012
220.13 (a-1)-(c), (f).....	0584-0026
	0584-0002
	0584-0341
	0584-0012
220.14(d).....	0584-0012
220.15.....	0584-0012

[Amdt. 56, 54 FR 2990, Jan. 23, 1989]

Appendix A to Part 220--Alternate Foods for Meals

I. Formulated Grain-Fruit Products

1. Schools may utilize the formulated grain-fruit products defined in paragraph 3 as a food component in meeting the meal requirements of this part under the following terms and conditions:

(a) Formulated grain-fruit products may be used to meet one bread/bread alternate and the fruit/vegetable requirement in the breakfast pattern specified in Sec. 220.8.

(b) Only individually wrapped formulated grain-fruit products which bear a label conforming to the following legend shall be utilized.

``This product conforms to U.S.D.A. Child Nutrition Program

specifications. For breakfast, it meets the requirements for fruit/vegetable/juice and one bread/bread alternate.'

2. Only formulated grain-fruit products that have been accepted by the Food and Nutrition Service (FNS) for use in the USDA child nutrition programs may be labeled as provided in paragraph 1.(b) of this appendix. Manufacturers seeking acceptance of their product shall furnish FNS a chemical analysis, protein efficiency ratio analysis, and such other pertinent data as may be requested by FNS. This information shall be forwarded to: Director, Nutrition and Technical Services Staff, Food and Nutrition Service, U.S. Department of Agriculture, Alexandria, Virginia 22302. All laboratory analyses are to be performed by independent or other laboratories acceptable to FNS. (FNS prefers an independent laboratory.) All laboratories shall retain the ``raw'' laboratory data for a period of one year. Such information shall be made available to FNS upon request.

3. To be accepted by FNS, products must have the following characteristics and meet the following nutritional specifications:

(a) Types. There are two types of products: one is a grain-type product and the other a grain-fruit type product.

(b) Ingredients. A grain-type product shall have grain as its primary ingredient. A grain-fruit type product shall have fruit as its primary ingredient. Both types of products must have at least 25 percent of their weight derived from grain. All ingredients and/or components shall comply with pertinent requirements or standards of the USDA and the Food, Drug, and Cosmetic Act, as amended, and any regulations issued thereunder.

(c) Nutritional specifications. Each serving of the product shall meet the minimum compositional requirements in the following table. The requirements as specified for those nutrients not limited by maximum values will be deemed to have been met if reasonable overages of the vitamins and minerals, within the limits of good manufacturing practice, are present to insure that the required levels are maintained throughout the expected shelf life under customary conditions of distribution and storage. An exception will be made for vitamins or minerals which occur naturally in an ingredient at such concentration that the level specified will be substantially exceeded in the final product. Such excess will be permitted

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but no label claim of nutritional advantage can be made for overages for any nutrients. Analytical methods employed should be according to the standard procedures defined in the Association of Official Analytical Chemists, 1970, ``Official Methods of Analysis,' ' 11th edition, Washington, DC or by appropriate analytical procedures FNS considers reliable.

Nutritional Levels of Grain-Fruit Products \1\

Nutrient	Unit	Minimum	Maximum
Weight.....	Ounce.....	2	4.0
PER.....	Casein=2.5.....	2.0	.....
Moisture.....	Percent weight.....	.....	40.0
Fat \2\.....	.....do.....	.....	22.0
Fiber.....	.....do.....	.....	0.8
Protein (Nx6.25).....	Gram.....	5.0	.....

Energy.....	Kilocalorie.....	250	.....
Vitamin A \3\.....	International unit..	1,115	1,675.0
Vitamin E.....	.....do.....	5	.....
Vitamin B12.....	Microgram.....	1.25	.....
Thiamin.....	Milligram.....	.26	.....
Riboflavin.....	.....do.....	.13	.....
Vitamin B6.....	.....do.....	.26	.....
Vitamin C.....	.....do.....	20	.....
Niacin.....	.....do.....	2.65	.....
Folacin.....	.....do.....	.04	.....
Iron \4\.....	.....do.....	4.4	.....
Calcium.....	.....do.....	120	.....
Phosphorus.....	.....do.....	120	.....
Magnesium.....	.....do.....	30	.....

- \1\ These specifications are based on a nutrient level for acceptable products plus 1/2 pint of fluid milk (as defined in Sec. 220.2 of the regulations (7 CFR part 220)) to provide at least 25 percent of the Recommended Dietary Allowances (RDA), 1968, for 10- to 12-year-old boys and girls for specified nutrients except magnesium and kilocalories. Magnesium and kilocalories--at least 13 percent of this RDA.
- \2\ Although the maximum fat in these specifications is 22 percent, consideration should be given to the development of formulated items containing less fat. Most medical authorities recommend keeping the dietary intake of fats at about 1/3 of the day's calories. At least 5 percent of the total calories shall be from linoleic acid.
- \3\ Vitamin A levels above the maximum of 1,675 I.U. will be allowed in products containing this nutrient as a natural food, and if the vitamin has not been added to the ingredients or foods.
- \4\ Recommended sources of iron are ferric ammonium citrate, ferrous fumarate, ferrous sulfates (FeSO4 or FeSO4 7H2 O), ferrous gluconate, reduced iron, or other sources known to have a similar relative biological value.

II. Alternate Protein Products

A. What Are the Criteria for Alternate Protein Products Used in the School Breakfast Program?

- 1. An alternate protein product used in meals planned under the food-based menu planning approaches in Sec. 220.8(g), must meet all of the criteria in this section.
- 2. An alternate protein product whether used alone or in combination with meat or other meat alternates must meet the following criteria:
 - a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
 - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
 - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ('`When hydrated or formulated'' refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).

d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. a through c of this appendix.

e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.

f. For an alternate protein product mix, manufacturers should provide information on:

- (1) The amount by weight of dry alternate protein product in the package;
- (2) Hydration instructions; and
- (3) instructions on how to combine the mix with meat or other meat alternates.

B. How Are Alternate Protein Products Used in the School Breakfast Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 220.8. The following terms and conditions apply:

a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.

b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How Are Commercially Prepared Products Used in the School Breakfast Program?

Schools, institutions, and service institutions may use a commercially prepared meat or other meat alternate products combined with alternate protein products or use a

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commercially prepared product that contains only alternate protein products.

(Secs. 804, 816, 817, and 819, Pub. L. 97-35, 95 Stat. 521-535 (42 U.S.C. 1753, 1756, 1759, 1771, 1773 and 1785))

[Amdt. 18, 39 FR 11249, Mar. 27, 1974, as amended at 40 FR 37027, Aug. 25, 1975; Amdt. 45, 48 FR 195, Jan. 4, 1983; Amdt. 57, 54 FR 13048, Mar. 30, 1989; 60 FR 31222, June 13, 1995; 65 FR 12436, Mar. 9, 2000; 65 FR 26923, May 9, 2000]

Appendix B to Part 220--Categories of Foods of Minimal Nutritional Value

- (1) Soda Water--A class of beverages made by absorbing carbon

dioxide in potable water. The amount of carbon dioxide used is not less than that which will be absorbed by the beverage at a pressure of one atmosphere and at a temperature of 60 deg. F. It either contains no alcohol or only such alcohol, not in excess of 0.5 percent by weight of the finished beverage, as is contributed by the flavoring ingredient used. No product shall be excluded from this definition because it contains artificial sweeteners or discrete nutrients added to the food such as vitamins, minerals and protein.

(2) Water ices. As defined by 21 CFR 135.160 Food and Drug Administration Regulations except that water ices which contain fruit or fruit juices are not included in this definition.

(3) Chewing gum. Flavored products from natural or synthetic gums and other ingredients which form an insoluble mass for chewing.

(4) Certain candies. Processed foods made predominantly from sweeteners or artificial sweeteners with a variety of minor ingredients which characterize the following types: (a) Hard candy. A product made predominantly from sugar (sucrose) and corn syrup which may be flavored and colored, is characterized by a hard, brittle texture, and includes such items as sour balls, fruit balls, candy sticks, lollipops, starlight mints, after dinner mints, sugar wafers, rock candy, cinnamon candies, breath mints, jaw breakers and cough drops.

(b) Jellies and gums. A mixture of carbohydrates which are combined to form a stable gelatinous system of jelly-like character, and are generally flavored and colored, and include gum drops, jelly beans, jellied and fruit-flavored slices.

(c) Marshmallow candies. An aerated confection composed of sugar, corn syrup, invert sugar, 20% water and gelatin or egg white to which flavors and colors may be added.

(d) Fondant. A product consisting of microscopic-sized sugar crystals which are separated by a thin film of sugar and/or invert sugar in solution such as candy corn, soft mints.

(e) Licorice. A product made predominantly from sugar and corn syrup which is flavored with an extract made from the licorice root.

(f) Spun candy. A product that is made from sugar that has been boiled at high temperature and spun at a high speed in a special machine.

(g) Candy coated popcorn. Popcorn which is coated with a mixture made predominantly from sugar and corn syrup.

Schedule for Amending Appendix B

Actions for publication	Publication	
	May	November
Deadline for receipt of petitions by USDA.	Nov. 15.....	May 15.
USDA to notify petitioners of results of Departmental review and publish proposed rule (if applicable).	Feb. 1.....	Aug. 1.
60 Day Comment Period.....	Feb 1 through Apr. 1.	Aug. 1 through Oct. 1.
Public Notice of Amendment of Appendix B by.	May 1.....	Nov. 1.

Written petitions should be sent to the Chief, Technical Assistance Branch, Nutrition and Technical Services Divisions, FNS, USDA, Alexandria, Virginia 22302 on or before November 15 or May 15 of each year. Petitions must include all information specified in Sec. 210.15b(b) (1) or (2), and Sec. 220.12(b) (1) or (2) as appropriate.

(Sec. 17, Pub. L. 95-166, 91 Stat. 1345 (42 U.S.C. 1779); secs. 804, 816, 817 and 819, Pub. L. 97-35, 95 Stat. 521-535 (42 U.S.C. 1753, 1756, 1759, 1771, 1773 and 1785))

[Amdt. 32, 45 FR 6772, Jan. 29, 1980, as amended at 45 FR 72081, Oct. 31, 1980; 45 FR 76937, Nov. 21, 1980; Amdt. 45, 48 FR 195, Jan. 4, 1983; 54 FR 18466, May 1, 1989]

Appendix C to Part 220--Child Nutrition (CN) Labeling Program

1. The Child Nutrition (CN) Labeling Program is a voluntary technical assistance program administered by the Food and Nutrition Service (FNS) in conjunction with the Food Safety and Inspection Service (FSIS), and Agricultural Marketing Service (AMS) of the U.S. Department of Agriculture (USDA), and National Marine Fisheries Service of the U.S. Department of Commerce (USDC) for the Child Nutrition Programs. This program essentially involves the review of a manufacturer's recipe or product formulation to determine the contribution a serving of a commercially prepared product makes toward meal pattern requirements

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and a review of the CN label statement to ensure its accuracy. CN labeled products must be produced in accordance with all requirements set forth in this rule.

2. Products eligible for CN labels are as follows:

(a) Commercially prepared food products that contribute significantly to the meat/meat alternate component of meal pattern requirements of 7 CFR 210.10 or 210.10a, whichever is applicable, 225.21, and 226.20 and are served in the main dish.

(b) Juice drinks and juice drink products that contain a minimum of 50 percent full-strength juice by volume.

3. For the purpose of this appendix the following definitions apply:

(a) ``CN label'' is a food product label that contains a CN label statement and CN logo as defined in paragraph 3 (b) and (c) below.

(b) The ``CN logo'' (as shown below) is a distinct border which is used around the edges of a ``CN label statement'' as defined in paragraph 3(c).

[GRAPHIC] [TIFF OMITTED] TC17SE91.003

(c) The ``CN label statement'' includes the following:

(1) The product identification number (assigned by FNS),

(2) The statement of the product's contribution toward meal pattern requirements of 7 CFR 210.10 or 210.10a, whichever is applicable, 220.8, 225.21, and 226.20. The statement shall identify the contribution of a specific portion of a meat/meat alternate product toward the meat/meat alternate, bread/bread alternate, and/or vegetable/fruit component of the meal pattern requirements. For juice drinks and juice drink products the statement shall identify their contribution toward the vegetable/fruit component of the meal pattern requirements,

(3) Statement specifying that the use of the CN logo and CN statement was authorized by FNS, and

(4) The approval date.

For example:

[GRAPHIC] [TIFF OMITTED] TC17SE91.004

(d) Federal inspection means inspection of food products by FSIS, AMS or USDC.

4. Food processors or manufacturers may use the CN label statement and CN logo as defined in paragraph 3 (b) and (c) under the following terms and conditions:

(a) The CN label must be reviewed and approved at the national level by the Food and Nutrition Service and appropriate USDA or USDC Federal agency responsible for the inspection of the product.

(b) The CN labeled product must be produced under Federal inspection by USDA or USDC. The Federal inspection must be performed in accordance with an approved partial or total quality control program or standards established by the appropriate Federal inspection service.

(c) The CN label statement must be printed as an integral part of the product label along with the product name, ingredient listing, the inspection shield or mark for the appropriate inspection program, the establishment number where appropriate, and the manufacturer's or distributor's name and address.

(1) The inspection marking for CN labeled non-meat, non-poultry, and non-seafood

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products with the exception of juice drinks and juice drink products is established as follows:

[GRAPHIC] [TIFF OMITTED] TC17SE91.005

(d) Yields for determining the product's contribution toward meal pattern requirements must be calculated using the Food Buying Guide for Child Nutrition Programs (Program Aid Number 1331).

5. In the event a company uses the CN logo and CN label statement inappropriately, the company will be directed to discontinue the use of the logo and statement and the matter will be referred to the appropriate agency for action to be taken against the company.

6. Products that bear a CN label statement as set forth in paragraph 3(c) carry a warranty. This means that if a food service authority participating in the child nutrition programs purchases a CN labeled product and uses it in accordance with the manufacturer's directions, the school or institution will not have an audit claim filed against it for the CN labeled product for noncompliance with the meal pattern requirements of 7 CFR 210.10 or 210.10a, whichever is applicable, 220.8, 225.21, and 226.20. If a State or Federal auditor finds that a product that is CN labeled does not actually meet the meal pattern requirements claimed on the label, the auditor will report this finding to FNS. FNS will prepare a report of the findings and send it to the appropriate divisions of FSIS and AMS of the USDA, National Marine Fisheries Services of the USDC, Food and Drug Administration, or the Department of Justice for action against the company.

Any or all of the following courses of action may be taken:

(a) The company's CN label may be revoked for a specific period of time;

(b) The appropriate agency may pursue a misbranding or mislabeling

action against the company producing the product;

(c) The company's name will be circulated to regional FNS offices;

(d) FNS will require the food service program involved to notify the State agency of the labeling violation.

7. FNS is authorized to issue operational policies, procedures, and instructions for the CN Labeling Program.

To apply for a CN label and to obtain additional information on CN label application procedures write to: CN Labels, U.S. Department of Agriculture, Food and Nutrition Service, Nutrition and Technical Services Division, 3101 Park Center Drive, Alexandria, Virginia 22302.

(National School Lunch Act, secs. 9, 13, 17; 42 U.S.C. 1758, 1761, 1766; 7 CFR 210.10, 220.8, 225.21, 226.20)

[49 FR 18457, May 1, 1984; 49 FR 45109, Nov. 15, 1984; 60 FR 31222, June 13, 1995; 65 FR 26923, May 9, 2000]

Palm Beach County School District 10C-31D Specification #3

SCHOOL BREAKFAST PATTERNS

ENHANCED FOOD-BASED MENU PLANNING - Meal Pattern

FOOD COMPONENTS AND FOOD ITEMS	MINIMUM REQUIREMENTS			OPTION FOR Grades 7-12
	REQUIRED FOR			
	Ages 1 and 2	Preschool	Grades K-12	
Milk, fluid (as a beverage)	4 fl oz (1/2 CUP)	6 fl oz (3/4 CUP)	8 fl oz (1 cup)	8 fl oz (1 cup)
Juice/Fruit/Vegetable Fruit and/or vegetable, or full-strength fruit juice or vegetable juice	1/4 cup	1/2 cup	1/2 cup	1/2 cup
SELECT ONE SERVING FROM EACH OF THE FOLLOWING COMPONENTS; OR TWO FROM ONE COMPONENT; OR AN EQUIVALENT COMBINATION(1)				
Grains/Breads (2)				
Whole-grain or enriched bread	1/2 slice	1/2 slice	1 slice	1 slice
Whole-grain or enriched biscuit, roll, muffin, etc.	1/2 serving	1/2 serving	1 serving	1 serving
Whole-grain, enriched, or fortified cereal	1/4 cup or 1/3 oz	1/3 cup or 1/2 oz	3/4 cup or 1 oz	3/4 cup or 1 oz plus an additional serving of one of the Grains/Breads above.
Meat or Meal Alternate(3,4,5)				
Lean meat, poultry, or fish	1/2 oz	1/2 oz	1 oz	1 oz
Alternate protein products (3)	1/2 oz	1/2 oz	1 oz	1 oz
Cheese	1/2 oz	1/2 oz	1 oz	1 oz
Egg (large)	1/2 large egg	1/2 large egg	1/2 large egg	1/2 large egg
Cooked dry beans or peas	2 TBSP	2 TBSP	4 TBSP	4 TBSP
Peanut butter or other nut or seed butters	1 TBSP	1TBSP	2 TBSP	2 TBSP
Nuts and/or seeds (as listed in program guidance) (4,5)	1/2 oz (5)	1/2 oz (5)	1 oz	1 oz
Yogurt plain or flavored, unsweetened - commercially prepared	2 oz or 1/4 cup	2 oz or 1/4 cup	4 oz or 1/2 cup	4 oz or 1/2 cup
(1) Minimum servings for meat/meat alternate = 0.25 ounce and for grains/breads=1/4 serving (2) Grains/Breads must be enriched or whole-grain or made from enriched or whole-grain flour or meal that may include bran and/or germ. (3) Alternate protein products must meet requirements in Appendix A or 7 CFR Part 220. (4) No more than 1 ounce of nuts and/or seeds may be served in any one breakfast. (5) Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.				

Palm Beach County School District 10C-31D Specification #3

SCHOOL LUNCH PATTERNS

ENHANCED FOOD-BASED MENU PLANNING - Meal Pattern

MINIMUM REQUIREMENTS

FOOD COMPONENTS AND FOOD ITEMS	Ages 1 and 2	Preschool	Grades K-6	Grades 7-12	Grades K-3
Milk, fluid (as a beverage)	6 fl oz (3/4)	6 fl oz (3/4)	8 fl oz (1 cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meal Alternate (1,2,3,4,5) (quality of the edible portion svd.)					
Lean meat, poultry, or fish	1 oz	1 1/2 oz	2 oz	2 oz	1 1/2 oz
Alternate protein products (3)	1 oz	1 1/2oz	2 oz	2 oz	1 1/2 oz
Cheese	1 oz	1 1/2 oz	2 oz	2oz	1 1/2 oz
Egg (large)	1/2 large egg	3/4 large egg	1 large egg	1 large egg	3/4 large egg
Cooked dry beans or peas (4)	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 TBSP	3 TBSP	4 TBSP	4 TBSP	3 TBSP
Yogurt plain or flavored, unsweetened - commercially prepared	4 oz or 1/2 cup	6 oz or 3/4 cup	8 oz or 1 cup	8 oz or 1 cup	6 oz or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz of nuts/seeds = 1 oz of cooked lean meat, poultry, or fish.)(5)	1/2 oz = 50% (5)	3/4 oz = 50% (5)	1 oz = 50%	1 oz = 50%	3/4 oz = 50%
Vegetable or Fruit (4,6) Two or more servings of different vegetables, fruits or both	1/2 cup	1/2 cup	3/4 cup plus an extra 1/2	1 cup	3/4 cup
Grains/Breads (7) (Servings per week): Must be enriched or whole grain or made from enriched or whole-grain flour or meal that may include bran and/or germ. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc. or 1/2 cups of cooked rice, macaroni, noodles, other pasta products, or cereal	5 per wk (8) minimum of 1/2 per day	8 per week(8) minimum of 1 per day	12 per week(8) minimum of 1 per day(9)	15 per week(8) minimum of 1 per day(9)	10 per week(8) minimum of 1 per day(9)

(1) Must ber served in the main dish or the main dish plus only one other menu item.

(2) Enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirement

(3) Alternate protein products must meet requirements in Appendix of 7 CFR Part 210

(4) Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both components in the same meal.

(5) Nuts and seeds are generally not recommended to be served to children ages 1 - 3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

(6) No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice.

(7) Enriched macaroni with fortified protein may be used asa meat alternate or as a grains/breads item, but not as both components in the same meal.

(8) for the purposes of this chart, a week equals 5 school days.

(9) Up to one grains/breads serving per day may be a grain-based dessert.

District Breakfast Menu

First 5-Weeks of School

2010-2011 School Year

August 17, 2010 - September 17, 2010

Monday	Tuesday	Wednesday	Thursday	Friday
16	17 Breakfast Breaks	18 Breakfast Breaks	19 Breakfast Breaks	20 Breakfast Breaks
23 Breakfast Burrito Breakfast Breaks Hot Cereal* Whole Wheat Toast	24 Chicken-N-Biscuit Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	25 Cheese Omelet Pancake Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	26 Mozzarella Cheese Pocket Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	27 Eggspress Muffin Breakfast Breaks Hot Cereal* Whole Wheat Toast
30 French Toast Sticks Breakfast Breaks Hot Cereal* Whole Wheat Toast	31 Sausage & Cheese Biscuit Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	1 Scrambled Eggs Baker's Delights Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	2 Pancake Sausage Wrap Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	3 Canadian Bacon & Egg Muffin Breakfast Breaks Hot Cereal* Whole Wheat Toast
6 Holiday	7 Breakfast Burrito Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	8 Cheese Omelet Pancake Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	9 Holiday	10 Eggspress Muffin Breakfast Breaks Hot Cereal* Whole Wheat Toast
13 French Toast Sticks Breakfast Breaks Hot Cereal* Whole Wheat Toast	14 Sausage & Cheese Biscuit Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	15 Scrambled Eggs Baker's Delights Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	16 Pancake Sausage Wrap Assorted Cold Cereal Hot Cereal* Whole Wheat Toast	17 Canadian Bacon & Egg Muffin Breakfast Breaks Hot Cereal* Whole Wheat Toast

Elementary Lunch Menu

School District of Palm Beach County

Bid 11C-5D

First 5 - Weeks of School

2010 - 2011 School Year

August 17, 2010 - September 17, 2010

Monday	Tuesday	Wednesday	Thursday	Friday
16	17 Chicken Nuggets w/Roll Grilled Cheese Sandwich Fruit, Muffin, & Cheese Whole Grain Roll Sweet Potato Crinkles	18 Pizza Hot Dog PB & J & Cheese Stick Whole Grain Roll Baked Beans	19 Macaroni & Cheese w/Roll Corn dog Garden Salad Deluxe Whole Grain Roll Broccoli	20 Chicken Tenders w/Roll Ham & Cheese Sandwich Petit Parfait Combo Whole Grain Roll Potato Wedges
23 Honey BBQ Nuggets w/Roll Pizza Vegetarian Chili w/Corn Chips Brown Rice * Whole Grain Roll Carrot & Bean Medley	24 "Pasta Special" Spaghetti & Meatballs or Meat Sauce w/Breadstick Grilled Cheese Sandwich Mini Grilled Chicken Salad Whole Wheat Breadstick Sweet Peas	25 "Oriental Express" Teriyaki Chicken w/Rice Cheesy Burrito Submarine Sandwich Whole Grain Roll Sliced Carrots	26 Early Release Day Corn dog PB & J & Cheese Stick Whole Grain Roll	27 "Fresh from the Farm" Soft Taco Pizza Fruit, Muffin, & Cheese Brown Rice * Whole Grain Roll Corn-on-the-Cob
30 Popcorn Chicken w/Roll Pizza Muffin, Yogurt, & Cheese Brown Rice * Whole Grain Roll Sweet Potato Crinkles	31 "Pasta Special" Meatless Lasagna or Stuffed Shells w/Breadstick Corn dog PB & J & Cheese Stick Whole Wheat Breadstick Broccoli	1 Barbecued Chicken w/Roll Hot Ham & Cheese Sandwich Petit Parfait Combo Yellow Rice * Whole Grain Roll Cole Slaw Baked Beans	2 Chicken Parmesan Sandwich Pizza Chef Garden Salad Whole Grain Roll Carrot & Bean Medley	3 "Fresh from the Farm" Macaroni & Cheese w/Roll BBQ Pork Sandwich Chicken Nuggets w/Roll Whole Grain Roll Fresh Green Beans
6 Holiday	7 Honey BBQ Chicken Dippers w/Roll Pizza Muffin, Yogurt, & Cheese Whole Grain Roll Potato Wedges	8 "Oriental Express" Teriyaki Chicken w/Rice Cheesy Burrito Submarine Sandwich Whole Grain Roll Sliced Carrots	9 Holiday	10 Fiesta Pizza Fish Sticks w/Roll Fruit, Muffin, & Cheese Whole Grain Roll Corn
13 Chicken Tenders w/Roll Cheeseburger Fruit, Muffin, & Cheese Whole Grain Roll Potato Stix	14 "Pasta Special" Traditional or Fiesta Beefaroni w/Breadstick Hot Dog PB & J & Cheese Stick Whole Wheat Breadstick Broccoli	15 Oven Roast Chicken w/Roll Hot Ham & Cheese Sandwich Petit Parfait Combo Whole Grain Roll Potato Wedges	16 Cuban Park w/Roll Chicken Nuggets w/Roll Garden Salad Deluxe Brown Rice * Whole Grain Roll Black Beans	17 "Fresh from the Farm" Macaroni & Cheese w/Roll Pizza Meatball Sub Whole Grain Roll Fresh Green Beans

Secondary Lunch Menu

First 5-Weeks of School

2010-2011 School Year

August 17, 2010 - September 17, 2010

Monday	Tuesday	Wednesday	Thursday	Friday
16	17 Taco-To-Go Grilled Cheese Sandwich Popcorn Chicken Salad Whole Grain Roll Broccoli	18 Chicken Tenders w/Roll Cheesy Burrito Chef Salad Whole Grain Roll Sliced Carrots	19 BBQ Pork Sandwich Chicken Patty Sandwich Simply Salad Whole Grain Roll Potato Wedges	20 Macaroni & Cheese w/Roll Fiesta Pizza Turkey & Cheese Sandwich Whole Grain Roll Carrot & Bean Medley
23 Chicken Patty Sandwich Pizza PB & J & Cheese Stick Whole Grain Roll Sweet Potato Crinkles	24 "Pasta Special" Traditional or Fiesta Beefaroni w/Breadstick Chili Cheese Wrap Mandarin Chicken Salad Whole Wheat Breadstick Broccoli	25 "Oriental Express" Teriyaki Chicken w/Rice Pizza Simply Salad Whole Grain Roll Sliced Carrots	26 <i>Early Release/Late Start Day</i> Mini Cheeseburger Sliders Grilled Cheese Sandwich Popcorn Chicken Salad Whole Grain Roll	27 "Fresh from the Farm" Fiesta Pizza Fish Fillet Sandwich Vegetarian Chili w/Corn Chips Brown Rice * Whole Grain Roll Corn-on-the-Cob
30 Macaroni & Cheese w/Roll Chicken Parmesan Sub Submarine Sandwich Whole Grain Roll California Blend	31 "Pasta Special" Penne Pasta & Meat Sauce or Meatballs w/Breadstick Grilled Cheese Sandwich Chicken Caesar Salad Whole Wheat Breadstick Broccoli & Cauliflower	1 Oven Roast Chicken w/Roll Yogurt Parfait Taco Salad Whole Grain Roll Potato Wedges	2 Cuban Pork w/Roll Cheesy Burrito Mandarin Chicken Salad Yellow Rice * Whole Grain Roll Black Beans	3 "Fresh from the Farm" Meatball Sub Pizza Fruit, Muffin, & Cheese Whole Grain Roll Fresh Green Beans
6 Holiday	7 Chicken Tenders w/Roll Cheeseburger Yogurt Parfait Whole Grain Roll Potato Stix	8 "Oriental Express" Teriyaki Chicken w/Rice Pizza Simply Salad Whole Grain Roll Sliced Carrots	9 Holiday	10 Soft Taco Philly Cheese Steak Sub PB & J & Cheese Stick Brown Rice * Whole Grain Roll Carrot & Bean Medley
13 Spicy Chicken Patty Sandwich Cheese Quesadilla Submarine Sandwich Whole Grain Roll Potato Stix	14 "Pasta Special" Spaghetti & Meatballs or Meat Sauce w/Breadstick Grilled Cheese Sandwich Chicken Tenders Salad Whole Wheat Breadstick Peas	15 Barbecued Chicken w/Roll Cheeseburger Simply Salad Whole Grain Roll Sweet Potato Bake Collard Greens	16 Taco Pie w/Corn Chips Hot Ham & Cheese Sandwich Chicken Caesar Salad Yellow Rice * Whole Grain Roll Sliced Sweet Plantains	17 "Fresh from the Farm" Chicken Parmesan Sub Pizza Fruit, Muffin, & Cheese Whole Grain Roll Fresh Green Beans

11C-5D EQUIPMENT ASSESSMENT FORM

Under Itemize equipment include discription, equipment manufacurer, model, dimentions, electrical and plumbing requirements for each piece of equipment.

School

Itemize equipment

Charter Schools FY 2010-2011	
1	Academy for Positive Learning Charter School
2	Believers Academy
3	Boca Raton Charter School
4	Bright Futures Academy
5	Chancellor Charter School
6	Charter School of Boynton Beach
7	DayStar Academy of Excellence Charter School
8	Delray Youth Enrichment Development Charter School
10	Everglades Preparatory Academy
11	Glades Academy of Agricultural & Ecological Studies
12	G-Star for Motion Pictures and Television
13	Gulfstream Goodwill Transitions to Life Academy
14	Inlet Grove Community High School
15	JFK Medical Center Charter School
16	Joseph Littles~Nguzo Saba
17	Lakeside Academy
18	Leadership Academy West
20	Montessori Academy of Early Enrichment
21	Noah's Ark
22	Palm Beach Maritime Academy
23	Palm Beach School for Autism
24	Potentials
25	Potentials South
27	Renaissance Learning Center
28	Riviera Beach Maritime Academy
29	Seagull Academy for Independent Living
30	South Tech Charter Academy
31	Toussaint L' Ouverture H Sch for Arts & Social Justice
32	Western Academy Charter School

Alternative Schools	
1	Crossroads Academy
2	Elementary Transition North/Central
3	Elementary Transition West
4	Gold Coast High
5	Indian Ridge
6	Intensive Transition-South Area School of Choice
7	Roosevelt Full Service Center
8	Turning Points

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

VARIANCES

BID NAME / NUMBER: <input type="text"/>
VENDOR NAME: <input type="text"/>

*if vendor chooses not to participate in Variances Document, please acknowledge by placing N/A here: .

<p><u>VARIANCES:</u> State any variances, however slight, to the above specifications. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.</p> <div style="border: 1px solid black; height: 400px; width: 100%;"></div>
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**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

REFERENCES

This information will be used in the evaluation of this bid.

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

	Vendor Name:	<input type="text"/>
1.	Reference:	<input type="text"/>
	Name of Firm:	<input type="text"/>
	Scope of Work:	<input type="text"/>
	Cost of Service:	<input type="text"/>
	Date of Service:	<input type="text"/>
	Contact Person:	<input type="text"/>
	Address:	<input type="text"/>
	Phone #:	<input type="text"/>
	Email:	<input type="text"/>
	Vendor Name:	<input type="text"/>
2.	Reference:	<input type="text"/>
	Name of Firm:	<input type="text"/>
	Scope of Work:	<input type="text"/>
	Cost of Service:	<input type="text"/>
	Date of Service:	<input type="text"/>
	Contact Person:	<input type="text"/>
	Address:	<input type="text"/>
	Phone #:	<input type="text"/>
	Email:	<input type="text"/>
	Vendor Name:	<input type="text"/>
3.	Reference:	<input type="text"/>
	Name of Firm:	<input type="text"/>

	Scope of Work:	<input type="text"/>
	Cost of Service:	<input type="text"/>
	Date of Service:	<input type="text"/>
	Contact Person:	<input type="text"/>
	Address:	<input type="text"/>
	Phone #:	<input type="text"/>
	Email:	<input type="text"/>
	Vendor Name:	<input type="text"/>
4.	Reference:	<input type="text"/>
	Name of Firm:	<input type="text"/>
	Scope of Work:	<input type="text"/>
	Cost of Service:	<input type="text"/>
	Date of Service:	<input type="text"/>
	Contact Person:	<input type="text"/>
	Address:	<input type="text"/>
	Phone #:	<input type="text"/>
	Email:	<input type="text"/>
	Vendor Name:	<input type="text"/>
5.	Reference:	<input type="text"/>
	Name of Firm:	<input type="text"/>
	Scope of Work:	<input type="text"/>
	Cost of Service:	<input type="text"/>
	Date of Service:	<input type="text"/>
	Contact Person:	<input type="text"/>
	Address:	<input type="text"/>
	Phone #:	<input type="text"/>
	Email:	<input type="text"/>

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

AREA REPRESENTATIVE

Please list the contact for this contract

Vendor Name:	<input type="text"/>
Area Representative:	<input type="text"/>
Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

EARLY PAYMENT TERMS

BID NAME / NUMBER:	<input type="text"/>
VENDOR NAME:	<input type="text"/>

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here: .

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District. (please choose one)
<input type="checkbox"/> 0.5% 10 net 30 *
<input type="checkbox"/> 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.**
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.**

Organization Name

Solicitation Number or Project Name

Name and Title of Authorized Representative

Date

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions
2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person which is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDORS SIGNATURE

DATE

COMPANY NAME

Must be executed and returned with attached bid at time of bid opening to be considered.

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
MINORITY CERTIFICATION INFORMATION

* Check here if N/A: . Form **must be submitted** to **BidSync.com**.

<p>Minority Certification applications are available through the Minority Business Enterprise located at:</p> <p style="padding-left: 40px;">Office of Diversity in Business Practices School District of Palm Beach County 3300 Forest Hill Boulevard, Suite A-106 West Palm Beach, FL 33406-5871 Phone: (561) 434-8508 http://www.palmbeach.k12.fl.us/mwbe</p>								
<p>Are you a minority vendor certified by: (Check if appropriate)</p> <p style="padding-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="padding-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American, <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Vendor</th> <th style="width: 50%; padding: 5px;">Estimated Dollar Value</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> </tbody> </table>	Vendor	Estimated Dollar Value	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>
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Question and Answers for Bid #11C-5D - Term Contract for Frozen Meal System

OVERALL BID QUESTIONS

Question 1

Which of the schools listed in the bids are included in the (15) mentioned in the bid?

What is the enrollment of each school?

When can we do site visits to determine equipment needs? (Submitted: Aug 9, 2010 6:56:18 PM EDT)

Answer

- School Name Enrollment Participation Comments
 Academy for Positive Learning 116 70
 Chancellor Charter 910 301 Added 2 more grades this year
 Charter of Boynton Beach 491 276 Added another building
 G-Star 887 99 Increased enrollment
 Inlet Grove 741 234 Increased enrollment
 JFK Medical Charter 508 277 Increased enrollment
 Montessori academy 134 84 Increased enrollment
 Palm Beach Maritime 359 191
 Western Academy 365 147 Increased enrollment
 Lakeside Academy 94 86
 DayStar Academy 95 92
 Joseph Littles 265 84 Increased enrollment
 Gulfstream Goodwill 97 56
 Leadership West Academy 73 86
 Toussaint L'Ouverture 176 77

Enrollment is for FY10, participation could change. Even though these are the top participating schools, not all sites will be able to house the equipment. Some meals may be prepared at the base school and delivered. This program may work for any of the 30 sites listed in the original bid language. (Answered: Aug 12, 2010 1:30:22 PM EDT)

Question 2

Who is your current provider/vendor for this services/contract? What is the current pricing for this services/contract? (Submitted: Aug 12, 2010 1:32:19 PM EDT)

Answer

- We do not currently receive this service. (Answered: Aug 12, 2010 1:37:03 PM EDT)

Question 3

Do meals have to be individually packaged or bulk? (Submitted: Aug 12, 2010 1:32:51 PM EDT)

Answer

- Meal components should be individually packaging. This is to allow the student a choice of menu items. (Answered: Aug 12, 2010 1:39:51 PM EDT)

Question 4

Can you provide a listing of equipment that might be required for holding, storing and reheating? What is your current provider/vendor offering? (Submitted: Aug 12, 2010 1:33:36 PM EDT)

Answer

- Freezer, oven and cart to move the frozen products into the oven. (Answered: Aug 12, 2010 1:39:51 PM EDT)

Question 5

We are unable to locate the contract start date? Can you provide this or guide us to the appropriate section on the bid? (Submitted: Aug 12, 2010 1:34:16 PM EDT)

Answer

- See Special Condition D Term of Contract. The contract would start on a date after the award. (Answered: Aug 12, 2010 1:36:29 PM EDT)