



REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

Sealed RFCSP's will be received in accordance with the attached specifications. The sealed envelope containing your RFCSP should be plainly marked with the RFCSP title, number, and opening date and time. RFCSP's are publicly opened and you are invited to attend.

PLEASE NOTE: Late RFCSP's WILL NOT be accepted.

Mail or deliver complete RFCSP Packet to:**

**Birdville ISD
Purchasing Department
3124 Carson Street, Haltom City, Texas 76117**

RFCSP Number: 027-17

RFCSP Title: Food For Child Nutrition Services

Due Date: May 23, 2017

Prior to: 3:00 PM CST

For additional information, please contact the person listed below. All questions **must be submitted in writing** (email preferred) and received on or before seventy-two (72) hours prior to the opening date. **No verbal responses will be provided.** Please note that RFCSP results are **NOT** available by telephone. Awards will be posted to the district website.

Gay Lynn Sierra

Buyer

817-547-5629

gay.sierra@birdvilleschools.net

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SECTION I GENERAL SPECIFICATIONS

PURPOSE

In order to be in compliance with federal, state and local purchasing laws, the Birdville Independent School District (BISD) is soliciting competitive sealed proposals for produce for child nutrition for all cafeterias as-needed. This contract is for on-site delivery of food service products to the 32 BISD cafeterias. Based on the 2016-2017 expenditures, the total annual estimated contract is \$2,972,341.21.

DISTRICT BACKGROUND INFORMATION

The District currently has twenty-one (21) elementary schools, seven (7) middle schools, four (4) high schools, and one (1) career tech academy.

Birdville ISD is the fifth-largest school district in northeast Tarrant County, with more than 24,300 students. The District's 33 campuses serve the community of Richland Hills and portions of Haltom City, Hurst, North Richland Hills, Watauga, Colleyville and Fort Worth.

Additional information concerning the District may be obtained at www.birdvilleschools.net.

RFCSP PROCESS

Each Proposer shall carefully examine all documents and any and all addenda or other revisions, and thoroughly familiarize with all requirements prior to submitting a proposal. Should a Proposer find discrepancies or ambiguities in, or omissions from, the documents, or should the Proposer be in doubt as to the meaning, the Proposer shall at once (in any event not later than 72 hours prior to the due date) submit to purchasing a written request for interpretation or correction thereof. The Proposer submitting the request will be responsible for its prompt delivery. Any oral communication by the contact person or designee concerning the RFCSP is not binding and shall in no way modify the RFCSP or the obligation of BISD or Proposer.

CONTRACT ADMINISTRATOR

All communications regarding this RFCSP must be coordinated through the BISD contract administrator. The designated contract administrator during the RFCSP process shall be:

Gay Lynn Sierra
Buyer
3124 Carson Street
Haltom City, TX 76117

Questions may be sent to Gay Lynn Sierra via email at gay.sierra@birdvilleschools.net or sent via fax to 817-831-5662. The fax or e-mail must clearly identify the Proposer's name and RFCSP number. Any written information given to one Proposer concerning a RFCSP will be furnished as an addendum to all Proposers who have been issued a RFCSP. All questions and answers will be published and provided to all potential Proposers as soon as possible.

Proposer shall have no contact with other District staff or board members without permission from the designated contract administrator. Failure to adhere to this requirement will result in disqualification of the Proposer from further consideration.

UNDERSTANDING OF THE RFCSP

By submitting a signed proposal, a Proposer agrees that it fully understands this RFCSP and shall abide by the terms and conditions contained therein. Further, such Proposer certifies that it is in compliance with all federal and state laws and purchasing guidelines of the Birdville Independent School District. This includes all requirements as it relates to HB25 which can be found on the https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Required forms to be submitted by the Proposer are outlined herein. Additionally, Proposer certifies that neither Proposer, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, to be assigned to the project hereunder has been convicted of a penal offense, or that, if such a conviction has occurred, proposer will fully advise the Board of Trustees as to the facts and circumstances. Failure to do so may result in disqualification of any subsequent proposal.

No exceptions, amendments, or deviation will be allowed in any response unless agreed to in writing and prior to the date that responses to questions are due. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the proposal.

AUTHORIZED SIGNATURE

By signing and executing this proposal the Proposer certifies and represents to the District that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise or discretion concerning this RFCSP. Proposals must show Proposer name and address of Proposer and be manually signed. Failure to do so will disqualify proposal. Person signing proposal must show title or AUTHORITY TO BIND THE PROPOSER IN A CONTRACT.

RESPONSE FORMS

This RFCSP contains forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms may render your proposal non-responsive. BISD may, if the form is not required to evaluate the responses, waive this requirement and have the forms signed after proposal at the sole discretion of BISD. Signing after the submission date has expired is only permissible if doing so cannot alter the evaluation scoring or does not prejudice another offer.

ADDENDA

Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the RFCSP, if requested, or under separate cover prior to the due date. The Addenda containing proposal pricing should be returned in a sealed envelope marked on the outside with the Proposer's name, address, RFCSP number, and due date and time. Addenda will be posted to the Birdville ISD Purchasing website. It is the responsibility of each Proposer to obtain all addenda that pertains to this RFCSP. **Proposers who fail to check the website and submit a RFCSP without acknowledging receipt of all addenda issued may be deemed to have submitted a RFCSP not responsive to this solicitation.** Failure to receive such addenda does not relieve Proposer from any obligation under the RFCSP submitted. All formal written addenda become a part of the RFCSP documents. Proposers shall acknowledge receipt of all addenda in the RFCSP Response Form.

PROPOSAL SUBMISSION

RFCSP's must be received in the Purchasing Department **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. The clock located in the Birdville ISD Purchasing Department is considered the official time for receiving and opening RFCSP's. It is the sole responsibility of the Proposer to ensure timely delivery of the RFCSP. BISD will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the Proposer.

Proposers submitting RFCSP's to BISD do so at their own expense. BISD will not be held responsible for any cost associated with the process by submitting Proposers.

Please make note of our office hours (Monday thru Thursday 8:00 AM to 4:30 PM and Friday 8:00 AM to 4:00 PM). District offices are closed Fridays during the summer.

Late proposals will not be accepted. No verbal, telephonic, electronic mail, or faxed RFCSP's will be considered. RFCSP's received after the date and time specified **will not** be considered. The Purchasing Department will notify those Proposers submitting late RFCSP's and will hold documents for pick-up for five (5) business days following late RFCSP notification. **All late RFCSP's which are not picked up by the Proposer within five business days will be discarded.**

One (1) original, one (1) copy and (1) electronic version on a zip drive of the RFCSP must be sealed in an ***envelope clearly marked with closing date, company name and "RFCSP Enclosed #027-17"*** and addressed to the Purchasing Department, Birdville Independent School District, 3124 Carson Street, Haltom City, Texas 76117.

RESERVATIONS

The School District expressly reserves the right to:

1. Specify approximate quantities;
2. Extend the opening date and time;
3. Consider and accept alternates, if specified in the documents, when most advantageous to the School District;
4. Waive as an informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any RFCSP or procedure (A minor informality is one that does not affect the competitiveness of the Proposer);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalanced unit proposal prices;
8. Reject or cancel any or all RFCSP's;
9. Reissue a RFCSP; and/or
10. Procure any item by other means.

QUALITY OF MATERIAL

Any item that does not perform or meet tests as specified by the seller shall be replaced by the Proposer at no cost to the District.

ALTERNATE

Proposers may offer an "equal" product as an alternate. Final "approved equal" determination remains with the School District.

BRAND NAME OR EQUAL

If the proposal indicates brand name or "equal" products are acceptable; the Proposer may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the District. The District may deem it necessary to specify Brand Name Only, "No Substitutes," after conclusive testing, prior usage or standardization.

NEW MATERIAL

Unless otherwise stated in the specifications, all supplies and components to be provided under this RFCSP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this RFCSP the Proposer believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

SAMPLES

Samples and/or product specification documents may be required for items. Product specification shall be submitted with the RFCSP, properly referenced and clearly marked so as to indicate related RFCSP item. Samples, when requested, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidders/Proposer's name, RFCSP number, and item number on the RFCSP. **DO NOT ENCLOSE IN OR ATTACH RFCSP TO SAMPLE.** Birdville ISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted, Birdville ISD reserves the right to request samples and/or product specification documents for any merchandise submitted for RFCSP before final selections are made. Samples and/or product specifications requested after RFCSP opening must be received within five (5) calendar days after request.

SUITABILITY FOR INTENDED USE

All chemicals must be certified lead free, non-toxic and will require a MSD sheet (chemicals defined as paints, lacquers, thinners, caulks, fillers, etc.). This documentation must be provided at time of purchase, before payment is approved. All other supply items should be comparable in quality and intended use. Suitability for intended use: (paints, pastes, inks, chemicals, markers, etc.) MSD sheet should clearly indicate item number.

RIGHT TO AMEND OR WITHDRAW RFCSP

The District reserves the right to alter, amend, or modify any provisions of this RFCSP, or to withdraw this RFCSP, at any time prior to the award of the contract pursuant hereto, if it is in the best interest of the District to do so.

The Proposer CANNOT alter or amend the RFCSP after the closing. Alterations made before the closing must be initiated by Proposer, guaranteeing authenticity and approved in writing by the Director of Purchasing.

REJECTION OF RFCSP

BISD reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities for the best interest of the School District.

RFCSP's may be rejected, among other reasons, for any of the following specific reasons:

- A. RFCSP received after the time limit for receiving bids as stated in the advertisement
- B. RFCSP containing any irregularities
- C. Unbalanced value of any items
- D. Improper or insufficient RFCSP guaranty, if required
- E. Where the Proposer, any Sub-Proposer or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District

DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and their RFCSP's not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Proposers
- B. Where the Proposer, any Sub-Proposer or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
- C. The Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order
- D. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience

- and equipment, financial statement and questionnaires
- E. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded
- F. Where the Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract

ASSURANCES

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

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

CRIMINAL RECORD HISTORY

All Proposers, subcontractors and their employees must submit to the Birdville ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.

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

CONFLICT OF INTEREST

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFCSP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the District or any other entity or person involved in any way in the project that is the subject of the RFCSP.

Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the District or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with district employees may be cause for contract termination. The District will decide if an actual or perceived conflict should result in proposal disqualification.

By submitting a proposal in response to this RFCSP, all Proposers that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, social discount, trip, favor, or service to a board member, a public servant or any employee or representative of the District, in connection with this procurement. The CONFLICT OF INTEREST QUESTIONNAIRE is included in this specification. For further information, a Proposer can review the requirements as provided under HB 1491.

SELECTION PROCESS

The District’s Selection Committee will evaluate and rank each submittal in relation to the selection criteria described in the RFCSP. Only those receiving the highest scores on the analysis may be interviewed or contacted for further information. Negotiations with the selected Proposer may cover scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort and price.

The award of the contract will be to the responsible Proposer whose proposal is deemed to be the best and whose proposal best meets the needs of the school district.

A responsive Proposer shall have submitted a complete sealed proposal packet within the stated timeline and in accordance with the proposal specifications. A responsible Proposer shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

Results will become available after approval by the Board of Trustees.

SELECTION CRITERIA

The District reserves the right to award this RFCSP to a single Proposer, multiple Proposers, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFCSP.

RFCSP’s must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of RFCSP’s, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

Regardless of the award of RFCSP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest. Based upon the proposal material submitted, the following criteria will be used in evaluation.

Extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.

Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUTION FACTOR

EVALUATION FACTORS	PERCENTAGE OF POINTS
A. The Purchase Price - Fees and Associated Costs	55%
B. The reputation of the Proposer and the Proposer’s goods or services – Based on demonstrated expertise and experience; references (availability of contract items, reliability of deliveries, condition of delivered product and wholesomeness, accurate invoices)	20%
C. The quality of the Proposer’s goods or services – ability to perform all requirements and unique abilities of the Proposer	1%
D. The extent to which the services meet the district’s needs (based on ability to meet delivery schedule, lead time for orders, offer products specified)	18
E. The Proposer’s past relationship with the District	5%
F. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (1 point given for completion of form)	1%

“Federal Requirements for Procurement and Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.”	
G. The total long term cost to the District to acquire the Proposer’s goods or services	0%
H. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Proposer or the Proposer's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state (Form E)	0%
I. Any other relevant factor specifically listed in the request for bids or proposals	0%

CONTRACT

The proposal document, addenda and any negotiated documents, returned and awarded by the Birdville ISD shall constitute the contract. The contract will be put into effect by means of executed purchase order(s) after proposals have been awarded unless otherwise specified.

CONTRACT TERM AND RENEWALS

This proposal shall be effective July 1, 2017 until June 30, 2018. The District and Proposer may, upon mutual consent, extend the contract for three (3) additional one-year periods (not to exceed a total of 4 years) upon written request of the Proposer presented not later than forty-five (45) days prior to the expiration of the contract. The rates can be adjusted upward or downward based on the price change specifications on the anniversary date if agreeable to the district. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

An additional ninety (90) day transitional period shall be added to the end of the contractual agreement if desired by the district. The contractual prices, terms and conditions shall remain in force during the transitional period.

PRICE CHANGES

Upon the anniversary date of the contract, only industry-wide published price changes as reflected in a manufacturer’s printed price list, published documentation, or other approved method in a proposal may be submitted to BISD for price adjustment consideration. BISD will accept or reject increases after receipt of properly submitted request from Proposer which includes documentation of the nature of the change substantiated by, but not limited to, the following indexes: The Food Institute Report, Urner Barry Market Indexes, Producer Price Index (PPI), Consumer Price Index (CPI) and any other relevant commodity price indexes. Birdville ISD will respond to such request by granting the request, reassigning the item(s) to another Proposer, rebidding the item(s), or rejecting the request. Proposers are required to immediately implement any industry-wide price decreases that become available. Birdville ISD must be notified in writing of any decrease for file updating purposes.

OPEN RECORDS

Following the award of a contract, responses to this RFCSP are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Open Records Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers.

If a Proposer believes that a proposal or part(s) of a proposal is confidential, then the Proposer must so specify. The Proposer must stamp in bold red letters the term 'CONFIDENTIAL' on that part of the proposal which the Proposer believes to be confidential. The Proposer must submit in writing specific detailed reasons, including any relevant

legal authority, stating why the Proposer believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature.

ASBESTOS

Proposers who perform work inside the Birdville ISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both Birdville ISD's responsibilities and the Employer's responsibility to their employees. As a Proposer it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the Proposer's responsibility to notify all employees working for them that Birdville ISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Proposer's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact the Environmental Department at 817-871-3300 for further assistance.

QUANTITIES

RFCSP's must be submitted on units of quantity specified. Any suggestions as to quantity to secure a better price are welcome. The quantities appearing in this RFCSP are approximate only, and the District reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. The successful Proposer shall have no claims against the District for anticipated profits for the quantities called for, diminished or deleted. Estimated quantity change of products on bid shall be no more than 25% as is the statutory change order amount in Texas law.

DELIVERY OF GOODS

All items covered by this RFCSP shall be delivered F.O.B Destination to Birdville ISD, from point of assembly to the District location(s) specified on each consolidated order. **RFCSP pricing shall include all freight/delivery charges.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Birdville ISD, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Proposer.

Deliveries will be made only upon authorization of the Birdville ISD, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:

- All purchases made by the District will be made via Birdville ISD consolidated order from the current Child Nutrition software program.
- Do not provide goods/services exceeding the quantities contained on the consolidated order.
- The District will only pay invoices which match the consolidated order description, quantity, and price.

Deliveries shall be to the location identified in each purchase order. Each proof of delivery shall list the exact quantity delivered, back orders (if any).

Proposer warrants that all deliveries made under the purchase order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

Failure by the Proposer to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Proposer for amounts, if any, paid by the District over and above the RFCSP price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.

Acceptance by the District of any delivery shall not relieve the Proposer of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

DELIVERY TIME/SPECIFIC INSTRUCTIONS

Deliveries will be accepted during normal working hours: 7:00 a.m. until 2:00 p.m., Monday and Wednesday, except on school holidays. Deliveries to all thirty-three (33) school locations at the kitchen door by 2:00 p.m. If this schedule is not feasible, BISSD will consider alternate delivery schedules proposed. Please include an alternative delivery schedule with the proposal if applicable.

PRODUCT CONDITIONS

All products shall arrive in the best possible condition. Any item received not in proper temperature or in a damaged box or container will be returned for full credit or replacement. All frozen products must be properly frozen with no evidence of thawing and delivered in a frozen state by refrigerated trucks. Products cannot be frozen more than once.

STOCK LEVELS

Proposers are expected to carry sufficient inventories to cover the needs of the district. The District shall not be held responsible for any product that the supplier has on hand at the end of the proposal period.

SHORTAGES

Proposer shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders and/or out-of-stock items prior to delivery. The Proposer must keep the ordering entity informed at all times the status of the order. Default in promised delivery, without acceptable reason, authorizes Birdville ISD to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Proposer.

PRODUCT SUBSTITUTION

Any and all substitutions require prior written approval by BISSD. If applicable, the product substitution request must be accompanied with CN Label or Nutritional Analysis information, and/or other product information. A minimum of ingredients, product size and yield must be stated. If private label items, please state manufacturer. Birdville ISD reserves the right to require the Proposer to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are automatically amended by approved substitution. The Proposer must contact the qualified ordering entity 72-hours prior to shipment of approved substitution.

If substitutions are made without approval of BISSD, under Uniform Commercial Code, Birdville ISD shall retain the right to remedy and purchase the products(s) from another supplier, charging the difference of the bid price to the Proposer.

FLEXIBILITY FOR POOR PERFORMING PRODUCTS

Any product that is considered by the District to be poor performing or low participation items shall be replaced. Products will be replaced with similar or equal products mutually agreed upon by both parties, e.g.: carrot muffins replaced by blueberry muffins. Replacement products will be priced at the same cost per serving or less. The District will limit product changes to no more than 25% of the items on the proposal annually.

ADDITION OF NEW GOODS AND/OR SERVICES

Birdville ISD may add new goods and/or services throughout the term of this contract. New goods and/or services must have prior written approval from Birdville ISD Purchasing. Only goods and/or services not specified elsewhere in the contract may be considered new. Pricing is subject to the terms and conditions outlined in the procurement solicitation and shall be equivalent to the percentage discount or proposed prices for other similar good and/or services. Proposer may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the proposal. Goods and/or services may not be added to avoid competitive procurement procedures. The additions of new goods and/or services cannot materially change the contract between Birdville ISD and the Proposer. Birdville ISD may reject any proposed additions, without cause, in its sole discretion.

CATALOG DISCOUNT

BISD is seeking Proposer(s) to provide catalog pricing as described below. If there are any categories of items not eligible for the discount, these items shall be disclosed on the bid form. Below is a description of the various types of pricing:

1. **Benchmark Pricing** is a pricing system which uses verifiable prices as a starting point for establishing the final cost of a product. A benchmark price can be established in various ways such as: a manufacturer's catalog; price sheets; company catalog; store catalog; or shelf pricing.
2. **Shelf Pricing** is when a Proposer does not offer, or have access to, a catalog or price sheet. For shelf pricing a Proposer may bid a discount of shelf pricing or bid shelf price with no discount. Both pricing methods are acceptable to BISD.
3. **Discount Pricing** is for a catalog/price sheet that does not include any Proposer mark-ups or discounts. In this instance a percentage mark-up or discount from the catalog/price sheet is bid, and it is the customer's responsibility to calculate the price for each item purchased.
4. **Net Pricing** is a method of prices quoted including any Proposer mark-ups or discounts. The price quoted is catalog/price sheet.
 - a. For Proposer mark-up pricing the Proposer takes the cost and adds a percentage mark-up to formulate customer pricing.
 - b. For Proposer discount pricing, the Proposer takes retail, wholesale, or contractor pricing and subtracts a percentage amount to formulate customer pricing.

In either case, all mark-ups or discounts are already calculated into the catalog/price sheet, and the Proposer shall use his/her catalog/price sheet using a net discount or 0% discount as the basis for the bid.

ADDITION OR DELETION OF LOCATIONS

The District, by written notice at any time during the term of the contract, may add or delete locations as deemed necessary. Any such written notice shall take effect on the date stated in the notice from the District. Any added or deleted items will be reflected in the cost in accordance with the proposal unit price for that location. The

District shall determine if any adjustments are needed to the proposed schedule and shall provide any changes in writing to the Contractor.

SUBCONTRACTORS

The Contractor will not subcontract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the Purchasing Department. If you are subcontracting any part of this contract, the following must be provided: name(s) of the subcontractor(s), addresses, points of contact and phone numbers.

In no event will any subcontracting by the Contractor relieve the Contractor from any of the obligations or conditions of this contract. As between the parties hereto, any of the Contractor's subcontractors will be considered the agent and employee of the Contractor, and the acts or omission of the subcontractors and any person directly or indirectly acting for them will be deemed to be the acts or omission of the Contractor, and the Contractor will remain liable and responsible to the District as if no subcontract had been made. All submittals required of the Contractor shall also be required of any subcontractors.

CANCELLATION

The District shall not pay for services or supplies that are deemed by BISD to be unsatisfactory. Proposers will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation. The District reserves the right to cancel the contract, without cause, upon thirty (30) days' written notice.

Birdville ISD reserves the right to cancel the entire contract and/or buy in the open market at the current price and charge the Proposer the difference between the price so paid and the proposal in the following events:

- a. Brands of merchandise other than brands name on the proposal are delivered without prior approval.
- b. Formulation of the product is changed and the district is not contacted for prior approval.
- c. Orders are not delivered within the specified time period.
- d. Pack changes in which written notification has not been made at least two weeks prior to the delivery.
- e. In the case that the product deviates from the specification or is found to be inferior or not wholesome.

WARRANTY INFORMATION

Any information regarding warranties and/or maintenance agreements pertaining to said item(s) are to be included in the proposal.

Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.

Warranty – Price: The price to be paid by the District shall be that contained in Seller's RFCSP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFCSP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.

Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the

Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

INSURANCE REQUIREMENTS

These requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required. The successful Proposer will submit the following Certificates of Insurance naming the Birdville ISD as Certificate Holder and named additional insured on General Liability Certificates. Certificates may be faxed to Birdville ISD, Purchasing Department at 817-831-5662 or emailed to gay.sierra@birdvilleschools.net. The selected Proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance. **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a RFCSP.**

The Proposer shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by the contractor for the District.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory – The Proposer shall provide and maintain Worker’s Compensation and Employer’s Liability Insurance with a limit of not less than: Each Accident \$100,000 Disease-Policy Limit \$500,000 Disease-Each Employee \$100,000 The Proposer shall require subcontractors to provide insurance for the latter’s employees, unless such employees are covered by a Worker’s Compensation policy furnished by the General Proposer.
General Liability	The Proposer shall provide and maintain Comprehensive General Liability Insurance protection including “Products and Completed Operations” coverage with a limit not less than: General Aggregate \$1,000,000 Each Occurrence \$1,000,000 Products-Comp Ops \$1,000,000
Auto Liability Insurance	The Proposer shall provide and maintain during the life of this RFCSP, automobile public liability insurance in amounts of not less than \$300,000 each single occurrence for bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Proposer.

PAYMENT BOND

For projects in excess of \$25,000, an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$25,000. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

PERFORMANCE BOND

For projects in excess of \$100,000, BOTH an **original** performance bond and an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in the State of Texas. The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$100,000. Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained

by the District as liquidated damages. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

PROPOSER PRICES

Proposal prices must be firm for the duration of the contract, unless other time stipulations are noted elsewhere in the Special Conditions and Instructions as listed in the package.

PROCUREMENT CARD ORDERING CAPABILITY

The District may, at their discretion, elect to use a MasterCard Procurement Card to procure goods in lieu of a Purchase Order for payment resulting from the award of this contract.

TAXES

The Birdville Independent School District is exempt from Federal Excise, State Sales and Transportation Taxes. **TAX MUST NOT BE INCLUDED IN RFCSP.** Birdville ISD Federal ID Number is 75-6000193. Tax exemption certificates will be executed by the District upon request.

INVOICING

Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be in accordance with the individual pricing for each item.

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

Please include the following items on your invoice document:

- Company Name and Name of Contact
- Remit Address
- Invoice Number
- Invoice Date
- Prompt Pay Discount, if proposed
- Ship to Information
- Details of items shipped and/or services rendered
- Total amount due

It is preferred that you email your invoices to accounts.payable@birdvilleschools.net; however, if you do not have this capability, you may mail your invoice to the following address:

Birdville ISD
ATTN: Accounts Payable
P. O. Box 14689
Haltom City, Texas 76117

Product support services and rebates will be accepted by BIRDVILLE INDEPENDENT SCHOOL DISTRICT for any technical support training, or promotional rebates pertaining to your product. However, this will not be a factor in awarding the proposal. Final proposal award will be based on the factors identified in the evaluation section. Any and all monetary rebates shall be paid by check to Birdville ISD within the contract year.

CASH DISCOUNTS

Normal payment terms are approximately 45 calendar days, given that the goods and/or services received are in satisfactory condition. Any discounts available to the School District or early payment discounts should be noted.

Any discounts available to Birdville ISD for early payment should be noted in the proposal. Proposer(s) may propose volume discounts or other adjustments to the price for large orders.

INTERLOCAL AGREEMENT

Included in this proposal is an agreement for you, the Proposer, to enable members of the Educational Purchasing Cooperative of North Texas to utilize this proposal. If you wish to participate in this cooperative and increase the number of school districts able to make purchases from your company, please fill out the form and return with the proposal.

Governmental entities utilizing Internal Governmental contracts with Birdville ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Birdville ISD will be billed directly to that governmental entity and paid by that governmental entity. Birdville ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. (See Form L)

PROTEST PROCEDURES FOR PROPOSER/PROPOSER PROTESTS

Proposers/Proposers are encouraged to discuss purchasing concerns with the Director of Purchasing. Concerns should be expressed as soon as possible to allow for early resolution at the lowest possible administrative level.

If a Proposer desires to protest a decision by Birdville ISD Purchasing Department, the Proposer must submit a letter notifying of the intent to protest and include in the letter the reason for the protest along with any evidence available supporting the Proposer's position. Submit the letter to: Birdville ISD Purchasing Department, 3124 Carson Street, Haltom City, TX 76117.

The Director shall responds to the Proposer within fifteen (15) business days from receipt with an explanation or offer a compromise. If the Proposer is not satisfied, the Proposer may submit a formal complaint under Board Policy GF (LOCAL).

Even after initiating a formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

PROPOSER'S RETURN PACKET

SECTION II COVER PAGE



RFCSP: #027-17
FOOD FOR CHILD NUTRITION SERVICES
DUE DATE: May 23, 2017
TIME: 3:00 PM CST

PROPOSER IDENTIFICATION: *(Please print information clearly.)*

Company Name:		Date:	
Address:		Phone:	
		Fax:	
City/St/Zip		Email:	

I hereby acknowledge receipt of the following addenda (if applicable) which have been issued and incorporated into the RFCSP Document. (Please initial in ink beside each addendum received.)

Addendum No. 1		Addendum No. 3	
Addendum No. 2		Addendum No. 4	

**SECTION II
PROPOSAL PRICING**

The amounts listed below are forecasted annual usage based on the prior year.

Company Name _____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
FROZEN FOODS							
1	#13902	Bagelful, Strawberry #21270, thaw and serve, 2.5 oz., per 72 count package	30 Pkg.	\$ _____	\$ _____	_____	_____
2	#13903	Bagel, whole grain, cinnamon raisin, Lenders # 79 or approved equal, thaw and serve, 2.25 oz., per 72 count package	4 Pkg.	\$ _____	\$ _____	_____	_____
3	#1390	Bagel, white wheat, thaw and serve, Lenders #748 or approved equal, sliced, 2 oz., per 72 count package	20 Pkg.	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
4	#13904	Bagelful, Apple, IW, #21280, thaw and serve, 2.5 oz., per 72 count package	30 Pkg.	\$ _____	\$ _____	_____	_____
5	#13905	Bagelful, Cinnamon, IW, thaw and serve, #21260 or approved equal, 2.5 oz., per 72 count package	40 Pkg.	\$ _____	\$ _____	_____	_____
6	#13901	Bagelful, Guava, IW, thaw and serve, #21260 or approved equal, 2.5 oz., per 72 count package	20 Pkg.	\$ _____	\$ _____	_____	_____
7	#1163	Beef, Seasoned Philly Steak, fully cooked, CN label to reflect one portion (2.92 oz.) provides 2 oz. M/MA for the Child Nutrition Program; JTM #5813CE or approved equal, per Cases of 30 Lbs...	10 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
8	#11522	Chicken Tamales in green sauce, Del Real #783 or approved equal; 1 Tamale = 2M/MA and 2 Grain for Child Nutrition requirements per Cases of 48.	121 Cases	\$ _____	\$ _____	_____	_____
9	#14150	Biscuit, whole grain, pre-portioned dough, 1.25 oz. portion to provide 1 serving of grain, 0 grams trans-fat per serving; General Mills #32269-1 or approved equal; per Cases of 210	624 Cases	\$ _____	\$ _____	_____	_____
10	#14151	Biscuit, whole grain, pre-portioned dough, 2.51 oz. portion to provide 2 servings of grain, 0 grams trans-fat per serving; General Mills #32267-7 or approved equal; per Cases of 216	778 Cases	\$ _____	\$ _____	_____	_____
11	#14146	Breadstick, whole grain, cheesy garlic, thaw and bake, 1.125 oz. per stick, each stick to provide 1 grain equivalent for the USDA Child Nutrition program; Bridgford #6787 or approved equal; per Cases of 320 servings	1110 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
12	#1234	Broccoli, florets, frozen, Grade A Fancy, per Cases of 20 Lbs...; no Mexican products accepted	272 Cases	\$ _____	\$ _____	_____	_____
13	#13912	Bun, submarine, frozen, wheat dough, ready to thaw and bake; finished product to measure 12" long and weigh 7 oz. each; Rich #8763 or approved equal; per Cases of 60	2 Cases	\$ _____	\$ _____	_____	_____
14		Bread, Cheezy, whole grain, 4 oz. portion, Giorgio #6432 or approved equal; per Cases of 105	200 Cases	\$ _____	\$ _____	_____	_____
15	#14147	Bread, Ciabatta, whole grain, pre-sliced, 1.8 oz. portion provides 2 Grain servings for CN program; Pillsbury #37738-7 or equal; per Cases of 96	100 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
16	#11584	Burrito, Beef & Bean, 5.78 oz., each burrito to provide 2 oz. M/MA and 2 servings of grain; Ruiz El Monterey #1343 or approved equal; per Cases of 50	728 Cases	\$ _____	\$ _____	_____	_____
17	#1167	Chicken Breast, Fillet, fully cooked, 4 oz. each, whole grain breaded, whole muscle, boneless, skinless breast fillet; King's Delight # 66198 or approved equal; per Cases of 80	547 Cases	\$ _____	\$ _____	_____	_____
18	#11713	Chicken Breast, Stick, Homestyle, whole grain breaded, fully cooked, boneless breast from USDA inspected fryers, 8 pieces to yield 2 oz. M/MA and 1 grain serving; Tyson #70367 or approved equal; per Cases of 150 servings	2 Cases	\$ _____	\$ _____	_____	_____
19	#11717	Chicken Breast, Stick, Hot and Spicy, whole grain breaded, fully cooked, boneless breast from USDA inspected fryers; 8 pieces to yield 2 oz. M/MA and 1 grain serving; Tyson #70377 or approved equal; per Cases of 150 servings	45 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
20	#11721	Chicken, Chunks, fully cooked, whole grain breaded chicken breast, approx. 3 oz. serving, individual chicken boxes to be included in Cases; King's Delight #66195 or approved equal; per Cases of 86 servings	1255 Cases	\$ _____	\$ _____	_____	_____
21	#116721	Chicken Breast, Fillet Spicy, fully cooked, 4 oz. each, whole grain breaded whole muscle, boneless skinless breast fillet; Tyson #70312-928 or approved equal; per Cases of 132	173 Cases	\$ _____	\$ _____	_____	_____
22	#11584	Burrito, taco snack, 5 oz., each burrito to provide 2 oz. M/MA, 2 grains or approved equal; per Cases of 96	153 Cases	\$ _____	\$ _____	_____	_____
23	#14701	Calzone, mini, pepperoni, 1.6 oz. portions, three (3) calzones to yield 2 M/MA and whole grain for the Child Nutrition requirements; Giorgio #9073 or approved equal; per Cases of 144	716 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
24	#1172	Chicken, diced, fully-cooked all white meat; Pierce or approved equal; per Cases of 10 Lbs.	3 Cases	\$ _____	\$ _____	_____	_____
25	#11715	Chicken, Fajita Strips, chicken, pre-cooked breast/thigh meat; Tyson #3522-328 or approved equal; per Cases of 39 Lbs.	52 Cases	\$ _____	\$ _____	_____	_____
26	#1171	Chicken, Nugget, whole grain breaded, fully cooked, oven-ready, all meat, may Contain soy isolates; weight approximately .69 oz. each, CN label to reflect each serving provides 2 oz. M/MA and 1 grain for the USDA Child Nutrition Program; Tyson #70364-928 or approved equal; per Cases of 150 servings	1120 Cases	\$ _____	\$ _____	_____	_____
27	#11573	Chicken, Patty, un-breaded, fully cooked, grill-marked, 2.8 oz. to yield 2 oz. M/MA; Tyson #15476 or approved equal; per Cases of 174	109 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
28	#11575	Chicken, Patty, whole grain breaded, fully cooked, boneless breast, with rib meat, 3.49 oz. to yield 2 oz. M/MA and 1 grain equivalent; Tyson #070304-928 or approved equal; per Cases of 150 servings	589 Cases	\$ _____	\$ _____	_____	_____
29	#11574	Chicken, Patty, whole grain breaded, Hot and Spicy, fully cooked, 3.49 oz. yields 2 M/MA and 1 grain equivalent; Tyson #070314-928 or approved equal; per Cases of 150	215 Cases	\$ _____	\$ _____	_____	_____
30	#11719	Chicken, Popcorn, whole grain breaded, approximately 12 pieces (2 oz.) to equal 1 grain and 2 oz. M/MA; Tyson #70368 or approved equal; per Cases of 20 Lbs...	913 Cases	\$ _____	\$ _____	_____	_____
31	#11725	Chicken, cherry blossom, 1 serving (3.9 oz.) to equal 2 M/MA and .5G per Cases of 171 servings Asian Food Solutions #72005 or approved equal	99 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
32	#11727	Chicken, tangerine, lightly whole grain battered boneless chicken chunk tossed with tangy sweet and mild chili sauce; 1 serving to equal 2 M/MA and .5 grain; per Cases of 171 servings, Asian Food Solutions #72001 or approved equal	300 Cases	\$ _____	\$ _____	_____	_____
33	#11720	Chicken, Tender, Hot & Spicy, whole grain breaded, fully cooked, oven-ready, approx. 1.02 oz. each tender, CN label to reflect each serving will provide a minimum 2 oz. M/MA and 1 grain for the USDA Child Nutrition Program; Tyson #70344 or approved equal; per Cases of 150 servings	131 Cases	\$ _____	\$ _____	_____	_____
34	#1170	Chicken, Tender, whole grain breaded, fully cooked, oven-ready, approx. 1.02 oz. each tender, 150 servings per Cases, CN label to reflect each serving will provide a minimum 2 oz. M/MA and 1 serving grain for the USDA Child Nutrition Program; Tyson #070334-928 or approved equal; per 30 lb. Cases	1151 Cases	\$ _____	\$ _____	_____	_____
35	#11681	Chicken and Waffles, whole grain breaded chicken star waffle, 1 M/MA and 1.25G Peach Valley #PVB9745NL/72 or approved equal; per Cases 72	1020 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
36	#1168	Chicken, whole grain breaded, Breakfast Patty, fully cooked, oven-ready, approx. 1.45 oz. each pattie, CN label to reflect each serving will provide 1 oz. M/MA and ¼ serving of grain; Tyson #5778-0928 or approved equal; per Cases of 200	853 Cases	\$ _____	\$ _____	_____	_____
37	#13883	Churro, cinnamon, whole grain, 1.55 oz. piece to provide 1 Grain, J&J snack #41114 or approved equal; per Cases of 100	1022 Cases	\$ _____	\$ _____	_____	_____
38	#13884	Cinnamon Roll, whole grain 2.25 oz., 16gm whole grain per serving; Rhodes #1248 or approved equal; per Cases of 192	947 Cases	\$ _____	\$ _____	_____	_____
39	#14761	Cookie Dough Balls, whole grain, frozen, 1 oz. per cookie, bulk pack, chocolate chip; Otis Spunkmeyer Value Zone #55670 or approved equal; per Cases of 384	70 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
40	#14762	Cookie Dough Balls, whole grain, frozen, 1 oz. per cookie, bulk pack, carnival; Otis Spunkmeyer #55678 or approved equal; per Cases of 384	62 Cases	\$ _____	\$ _____	_____	_____
41	#14764	Cookie Dough Balls, whole grain, frozen, 1.5 oz. per cookie, bulk pack, brownie; Otis Spunkmeyer #55689 or approved equal; per Cases of 240	97 Cases	\$ _____	\$ _____	_____	_____
42	#14765	Cookie Dough Balls, whole grain, frozen, 1.5 oz. per cookie, bulk pack, chocolate chip; Otis Spunkmeyer #55680 or approved equal; per Cases of 240	127 Cases	\$ _____	\$ _____	_____	_____
43	#14794	Cookie Dough Balls, whole grain, frozen, 1 oz. per cookie, bulk pack, oatmeal; Otis Spunkmeyer Value Zone #55673 or approved equal; per Cases of 384	4 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
44	#14781	Cookie Dough Balls, whole grain, frozen, 1 oz. per cookie, bulk pack, sugar; Otis Spunkmeyer Value Zone #55674 or approved equal; per Cases of 384	18 Cases	\$ _____	\$ _____	_____	_____
45	#14767	Cookie Dough Balls, whole grain, frozen, 1.5 oz. per cookie, bulk pack, oatmeal; Otis Spunkmeyer Value Zone #55683 or approved equal; per Cases of 240	26 Cases	\$ _____	\$ _____	_____	_____
46	#14766	Cookie Dough Balls, whole grain, frozen, 1.5 oz. per cookie, bulk pack, sugar; Otis Spunkmeyer Value Zone #55684 or approved equal; per Cases of 240	54 Cases	\$ _____	\$ _____	_____	_____
47	#1208	Corn Dog, whole grain breaded, turkey frankfurter, 8 to 1; 4 oz. to yield 2 oz. M/MA and 2 oz. enriched whole grain equivalent; State Fair #28322 or approved equal; 48 per Cases	3007 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
48	#12061	Egg Roll, Chicken and Vegetable, whole grain, 3.0 oz., each roll to yield 1 oz. M/MA, 1.25 grain, and 1/4 cup vegetable for Child Nutrition requirement; Minh #69461 or approved equal; per Cases of 60	97 Cases	\$ _____	\$ _____	_____	_____
49	#10162	Eggs, hard cooked, refrigerated, 12 count, 1 oz. yields 1 M/MA for Child Nutrition requirement; Papetti's #85018 or approved equal; per Cases of 12	38 Cases	\$ _____	\$ _____	_____	_____
50	#10161	Eggs, liquid, frozen, 5 lb. Container, Papetti's or approved equal; per Cases of 6	169 Cases	\$ _____	\$ _____	_____	_____
51	#10165	Eggs, precooked, round patty, 1.25 oz. yields 1 M/MA for Child Nutrition requirement; Papetti's #85017 or approved equal; per Cases of 300	10 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
52	#1205	Enchilada, cheese, reduced fat and sodium, whole grain, 2.05 oz. each; CN label to reflect each enchilada will provide 1 oz. M/MA and 1 serving of grain for the USDA Child Nutrition Program; Integrated #80940 or approved equal; per Cases of 120	332 Cases	\$ _____	\$ _____	_____	_____
53	#1181	Fish hoagie, whole grain, 3.6 oz. strip to provide 2 M/MA and 1 Grain servings, High Liner #53328 or approved equal; per Cases of 88	147 Cases	\$ _____	\$ _____	_____	_____
54	#11812	Fish bites, whole grain, breaded Pollock, .5 oz. bite, CN label to reflect 8 bites to provide 2 M/MA and 1.5G servings; High Liner Foods #26264 or approved equals; per Cases of 40 servings	700 Cases	\$ _____	\$ _____	_____	_____
55	#11813	Fish, strips, whole grain, tortilla crisp, 1.5 oz. Alaskan Pollock strip; CN label to reflect three (3) strips to provide 2 M/MA and 2 grain servings; Fishery Products International #1089702 or approved equal; per Cases of 36 servings	350 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
56	#10164	Flatbread, whole grain, 6x6, 2 oz. to provide 2 grain servings, Rich's #14010 or an approved equal; per case of 192	358 Cases	\$ _____	\$ _____	_____	_____
57	#1159	Frankfurter, turkey, reduced sodium, 8 to 1, 10 lb. box, Cargill #700196 or approved equal; per case of 160; <i>Must be delivered in a frozen state</i>	366 Cases	\$ _____	\$ _____	_____	_____
58	#13917	French Toast Sticks, whole grain, cinnamon glazed, approx. 2.9 oz.; CN label to reflect three (3) sticks to provide 1 M/MA and 1-1/2 grain serving; Michael Foods #75012 or approved equal; per case of 85 servings	597 Cases	\$ _____	\$ _____	_____	_____
59	#10222	Lasagna Rollup, whole grain, 3.65 oz. portion provides 1.5 M/MA and 1G servings, Tasty Brands #00808WG or approved equal	178 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
60	#1165	Macaroni and Cheese, reduced fat and sodium, whole grain, 3 oz. to yield 1 M/MA and .5 grain; JTM #5756 or approved equal; per case of 6/5 Lbs..	555 Case	\$ _____	\$ _____	_____	_____
61	#10163	Omelet, Colby Cheese, approx. 2.1 oz.; CN label to reflect one portion provides 2 oz. M/MA for the USDA Child Nutrition Program; Michael Foods #85137 or approved equal; per case of 144	153 Cases	\$ _____	\$ _____	_____	_____
62	#1424	Pancake, regular, whole grain, heat and serve, 4.5 inch round, range 1.2oz. to yield 1 oz. grain equivalent; Aunt Jemima or approved equal; per case of 144	28 Cases	\$ _____	\$ _____	_____	_____
63	#12501	Peppers and Onions, flame-roasted, red and green bell peppers and onions, 2.5 lb. package; Simplot Fajita Vegetables #67779 or approved equal; per case of 6	34 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
64	#12120	Pizza, Breakfast, whole grain, cheese & sausage, 3.3 oz. each pizza must Contain 1 oz. M/MA, 1.5 grain serving for CN Meal Pattern; Tony's #63912 or approved equal; per case of 128	972 Cases	\$ _____	\$ _____	_____	_____
65	#12209	Pizza, Buffalo Chicken, hand-tossed, pre-made, 16 inch, 5.21 oz. portion to provide 2 oz. M/MA, 2 grain and 1/8 cup vegetable for CN Nutrition Meal Pattern; Big Daddy's #78639 or approved equal; per case of 9	342 Cases	\$ _____	\$ _____	_____	_____
66	#12210	Pizza, Four Meat, hand-tossed, pre-made, 16", 5.21 oz. portion to provide 2 oz. M/MA, 2 grain for CN Nutrition Meal Pattern; Big Daddy's #78640 or approved equal; per case of 9	396 Cases	\$ _____	\$ _____	_____	_____
67	#12192	Pizza, cheese, whole grain, 8 inch wedge, 4.61 oz. portion to yield 2 M/MA, 2 whole grain servings, 1/8 cup vegetable for CN requirements; Tony's 73158 or approved equal; per case of 96	600 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
68	#1217	Pizza, French Bread, whole grain, pepperoni; each 5.5 oz. slice provides 2 M/MA, 2 grain equivalent and 1/8 cup vegetable for school lunch pattern; Tony's #78357 or approved equal; per case of 60	101 Cases	\$ _____	\$ _____	_____	_____
69	New Item	Pizza, Deep Dish, whole grain, cheese; each 5.49 oz. portion provides 2 M/MA, 2 Grain and 1/8 cup vegetable for CN requirements; Wild Mike's #80550 or approved equal; per case of 80	300 Cases	\$ _____	\$ _____	_____	_____
70		Pizza, Deep Dish, whole grain, pepperoni; each 5.63 oz. portion provides 2 M/MA, 2 Grain and 1/8 cup vegetable for CN requirements; Wild Mike's #80549 or approved equal; per case of 80	600 Cases	\$ _____	\$ _____	_____	_____
71	#12142	Pizza, Pepperoni, stuffed crust, triangular wedge, frozen, fully cooked, pre-baked, minimum weight 4.95 oz. slice, edge to be stuffed with cheese, each wedge to provide 2 M/MA, 2 grain servings and 1/8 cup vegetable for Child Nutrition Meal Pattern; Tony's #78650 or approved equal; per case of 96	318 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
72	#12205	Pizza, Pepperoni, whole grain, reduced fat, triangular slice, frozen, fully cooked, pre-baked, minimum weight 4.48 oz., to provide 2 M/MA, 2 grain servings and 1/8 cup vegetable for Child Nutrition Meal Pattern, Tony's #73159 or approved equal; per case of 96	388 Cases	\$ _____	\$ _____	_____	_____
73	#1262	Potato Rounds, Washington or Idaho variety, oven ready, 5 lb. bag; Ore-Ida #OIF00215A or approved equal; per case of 6	511 Cases	\$ _____	\$ _____	_____	_____
74	#12652	Potatoes, French Fries, reduced sodium, Grade A Fancy, 3/8" crinkle cut, 5 lb. Container; McCain #MCF03761 or approved equal; per case of 6	3858 Cases	\$ _____	\$ _____	_____	_____
75	#1260	Potatoes, Roasted, savory, 8 cut Seasoned Wedge, 5 lb. bag; McCain #1000000496 or approved equal; per case of 6	851 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
76	#12631	Potatoes, sweet, crosstrax cut fries, Grade A Fancy, 2.5 lb. package, McCain Harvest Splendor #MCF05074 or approve equal; per case of 6	1308 Cases	\$ _____	\$ _____	_____	_____
77	#14797	Round, Ultimate Breakfast, ready to bake and serve; each 2.5 oz. round Contains 31.1 gm of whole wheat flour and oats and equals 2 grains; Rich's Sunberry #9858 or approved equal; per case of 140;	7 Cases	\$ _____	\$ _____	_____	_____
78	#14798	Round, Ultimate Breakfast, ready to bake and serve; each 2.5 oz. round Contains 31.1 gm of whole wheat flour and oats and equals 2 grains; Rich's cinnamon #7816 or approved equal; per case of 140;	36 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
79	#14796	Round, Ultimate Breakfast, ready to bake and serve; each 2.5 oz. round Contains 31.1 gm of whole wheat flour and oats and equals 2 grains; Rich's BlueBerry #9431 or approved equal; per case of 140;	5 Cases	\$ _____	\$ _____	_____	_____
80	#12239	Sausage, Turkey, pre-cooked, 1.025 oz. patty meets 1 oz. M/MA, product analysis required , Jeannie O #6132 or approved equal; per case of 160 patties	541 Cases	\$ _____	\$ _____	_____	_____
81	#1197	Smokies, mini, all meat, 90% lean skeletal pork, 5% seasoning and 5% fat; three (3) Smokies to equal 1 oz. M/MA, CN label required; Bryan #CN23268 or approved equal; per case of 10 Lbs..	529 Cases	\$ _____	\$ _____	_____	_____
82	1123	Soup, frozen concentrated to be reconstituted with milk or water, 4 lb. tub, Campbell's or approved equal; per case of 3; Broccoli & Cheese	17 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
83	1122	Soup, frozen concentrated to be reconstituted with milk or water, 4 lb. tub, Campbell's #8169 or approved equal; per case of 3; Chicken Noodle	17 cases	\$ _____	\$ _____	_____	_____
84	11231	Soup, frozen concentrated to be reconstituted with milk or water, 4 lb. tub, Campbell's #11340 or approved equal; per case of 3; Garden Vegetable	17 cases	\$ _____	\$ _____	_____	_____
85	1124	Soup, frozen concentrated to be reconstituted with milk or water, 4 lb. tub, Campbell's #8166 or approved equal; per case of 3; Potato	10 cases	\$ _____	\$ _____	_____	_____
86	11221	Soup, frozen concentrated to be reconstituted with milk or water, 4 lb. tub, Campbell's #10431 or approved equal; per case of 3; Tortilla	17 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
87	#12238	Turkey Breast, browned, pre-sliced, two 1.41 oz. slices yield 2 M/MA; Jeannie O #230324 or approved equal; per case of 47 servings	241 Cases	\$ _____	\$ _____	_____	_____
88	#123381	Turkey Breast, reduced sodium, smoked, packed in .5 oz. slices, vacuum sealed Pkgs., product analysis required, Jeannie O #231918 or approved equal; per 18 lb. case	139 Cases	\$ _____	\$ _____	_____	_____
89	#12331	Turkey Ham, sliced in .51 oz. slices, reduced sodium, vacuum sealed Pkgs., Jeannie O #256521 or approved equal; per 21 lb. case	153 Cases	\$ _____	\$ _____	_____	_____
90	#12236	Turkey, diced, ½ inch, fully cooked all white meat; Jeannie O #2635-20 or approved equal, per case of 20 Lbs..	50 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
91	#1275	Vegetables, classic mixed, 5-way (peas, carrots, corn, green beans, lima beans); Simplot or approved equal; per case of 20 Lbs.	284 Cases	\$ _____	\$ _____	_____	_____
92	#1274	Vegetables, Oriental, individual quick frozen, to include green beans, broccoli, onions, and mushrooms, 32 oz. Pkg.; Simplot or approved equal; per case of 12 Lbs..	36 Cases	\$ _____	\$ _____	_____	_____
93	#1443	Waffle, 100% whole grain, heat and serve, 1.25 oz. to yield 1 oz. grain equivalent; Aunt Jemima or approved equal; per case of 144	175 Cases	\$ _____	\$ _____	_____	_____
94	#1511	Whipped Topping, 32 oz. Container, Rich's or approved equal; per case of 12	8 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
95	#11843	Yogurt, refrigerated, 4 oz. cup, no high fructose corn syrup, 100% fat free, Upstate Farms Cherry or approved equal; per case of 48	26 cases	\$ _____	\$ _____	_____	_____
96	#11842	Yogurt, refrigerated, 4 oz. cup, no high fructose corn syrup, 100% fat free, Strawberry, Upstate Farms or approved equal; per case of 48	50 cases	\$ _____	\$ _____	_____	_____
97	#10024	Cheese, Tortellini, 21 pieces per portion to yield 1.5 M/MA and 1.5G for the Child Nutrition requirements, Tabatchnick #99963 or approved equal; per case of 126 portions	175 Cases	\$ _____	\$ _____	_____	_____
98	#12207	Cheese Pizza Bites, 1 oz. portion; Four (4) portions to yield 2 M/MA and 2G for the Child Nutrition requirements; Wild Mikes #11003; per case of 240.	1800 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
99	#11844	Yogurt, refrigerated, bulk, non-fat, no high fructose corn syrup, vanilla, Upstate Farms or approved equal; 4/5 lb. per case	237 Cases	\$ _____	\$ _____	_____	_____
GROCERY ITEMS							
100	#1361	Apples, sliced, Fancy, minimum drain weight 96 oz., #10 can, 6 per case	107 Cases	\$ _____	\$ _____	_____	_____
101	#1362	Applesauce, Fancy, natural color, unsweetened, #10 can, 6 per case	1108 Cases	\$ _____	\$ _____	_____	_____
102	#1110	Baking Powder, per 10 lb. Container	10 Cont.	\$ _____	\$ _____	_____	_____
103	#1111	Baking Soda, 2 lb. Container, per case of 12	16 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
104	#04331	Bar, Double Chocolate Oatmeal, 1.24 oz., Betty Crocker #45566 or approved equal; 144 servings per case	72 Cases	\$ _____	\$ _____	_____	_____
105	#04330	Bar, Granola, chewy, .89 oz., Nature Valley #11590 or approved equal; 120 servings per case	20 Cases	\$ _____	\$ _____	_____	_____
106	#1308	Beans and Pork, #10 can, per case of 6	191 Cases	\$ _____	\$ _____	_____	_____
107	#1337	Beans, black, #10 can, per case of 6	15 Cases	\$ _____	\$ _____	_____	_____
108	#1301	Beans, chili, #10 can, per case of 6	82 Cases	\$ _____	\$ _____	_____	_____
109	#13351	Bean Dip, 3.125 oz. pull top can, Frito Lay #15066-8 or approved equal; per case of 24	125 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
110	#1335	Beans, refried, dehydrated, low sodium, Santiago #10302 or approved equal, per 26.25 oz. pkg., per case of 6	500 Cases	\$ _____	\$ _____	_____	_____
111	#1334	Beans, Dry Pinto, U.S. Grade No. 2 or better, per 20 lb. bag	324 Bags	\$ _____	\$ _____	_____	_____
112	#1302	Beans, Green, cut style, Fancy Grade B or better, drain weight, 63 oz., #10 can, per case of 6	200 Cases	\$ _____	\$ _____	_____	_____
113	#1164	Beef Jerky, honey pepper, .5 oz. Pkg., Highland Farms #1257 or approved equal, per case of 216	28 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
114	#116430	Beef Jerky, BBQ, .5 oz. Pkg., Highland Farms #137 or approved equal; per case of 216	30 Cases	\$ _____	\$ _____	_____	_____
115	#11642	Beef Jerky, Turkey, .5 oz. Pkg., Highland Farms #1282 or approved equal; per case of 216	26 Cases	\$ _____	\$ _____	_____	_____
116	#11461	Butter Mist Spray, 17oz. Can, Butter Buds #56217 or equal; per case of 6	209 Cases	\$ _____	\$ _____	_____	_____
117	#1311	Carrots, sliced, Fancy Grade A, #10 can, per case of 6	100 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
118	#10600	Ketchup, Sriracha, .9 gram, Red Gold #HUYW8G or approved equal; per case of 1000	64 Cases	\$ _____	\$ _____	_____	_____
119	#106011	Ketchup, personal Container, 33% solid, 1 oz. cup, Red Gold #REDY51Z or approved equal; per case of 250	415 Cases	\$ _____	\$ _____	_____	_____
120	#10603	Ketchup, Tomato, Fancy, Grade A, 33% per 3 gallon bag, Red Gold #11574 or approved equal; per case of 1	1010 Cases	\$ _____	\$ _____	_____	_____
121	#1060	Ketchup, Tomato, Fancy, Grade A, 33% per 1 gallon jug, with pump; Red Gold #11560 or approved equal; per case of 6	1050 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
122	#14494	Cereal Bar, various flavors, whole grain, 1.4 oz. bar is equivalent to 1 grain serving for CN requirements; General Mills Cocoa Puffs or approved equal; per case of 96	40 Cases	\$ _____	\$ _____	_____	_____
123	#14493	Cereal Bar, various flavors, whole grain, 1.4 oz. bar is equivalent to 1 grain serving for CN requirements; General Mills Cinnamon Toast Crunch or approved equal; per case of 96	136 Cases	\$ _____	\$ _____	_____	_____
124	#14495	Cereal Bar, various flavors, whole grain, 1.4 oz. bar is equivalent to 1 grain serving for CN requirements; General Mills Team Cheerios or approved equal; per case of 96	41 Cases	\$ _____	\$ _____	_____	_____
125	#14482	Cereal, General Mills Cheerios #32263 or approved equal, .68 oz. bowl pack, unsweetened, per case of 96	76 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
126	#14485	Cereal, Post Blueberry Mini Spooner #23793 or approved equal, 20oz. bowl pack, unsweetened, per case of 48	64 Cases	\$ _____	\$ _____	_____	_____
127	#14486	Cereal, Post Honey Scooter #8676 or approved equal, 2 oz. bowl pack, unsweetened, per case of 48	95 Cases	\$ _____	\$ _____	_____	_____
128	#14483	Cereal, General Mills Cinnamon Toast Crunch #29444 or approved equal, 1 oz. bowl pack, reduced sugar-2g of sugar per 30gm serving; per case of 96	696 Cases	\$ _____	\$ _____	_____	_____
129	#14489	Cereal, Kellogg's Rice Krispies #78789 or approved equal, .75 oz. bowl pack, unsweetened, per case of 96	883 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
130	#14488	Cereal, Kellogg's Frosted Flakes #54998 or approved equal, 1 oz. bowl pack, reduced sugar-not to exceed 8gm sugar/serving, no artificial sweeteners or Splenda; per case of 96	249 Cases	\$ _____	\$ _____	_____	_____
131	#14487	Cereal, General Mills Fruit Cheerios #319162 or approved equal, .67 oz. bowl pack, reduced sugar; per case of 96	197 Cases	\$ _____	\$ _____	_____	_____
132	#14484	Cereal, Kellogg's Rice Krispies #78789 or approved equal, .75 oz. bowl pack, unsweetened, per case of 96	62 Cases	\$ _____	\$ _____	_____	_____
133	#14492	Cereal, Post Marshmallow Matey #5940 or approved equal, 2 oz. bowl pack, per case of 48	139 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
134	#144920	Cereal, Post Raisin Bran #6854 or approved equal, 2 oz. bowl pack, per case of 48	48 Cases	\$ _____	\$ _____	_____	_____
135	#144901	Cereal, Kellogg's Fruit Loops or approved equal, 1 oz. bowl pack, reduced sugar, 2 gram of sugar per serving, per case of 96	165 Cases	\$ _____	\$ _____	_____	_____
136	#144890	Cereal, Smores, 1 oz. bowl pack, Krave #29444 or approved equal, per case of 96	177 Cases	\$ _____	\$ _____	_____	_____
137	#14490	Cereal, General Mills Trix #319223 or approved equal, reduced sugar, 1 oz. bowl pack, 2gm of sugar per 30gm serving; per case of 96	312 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
138	#10021	Cheese Sauce, ultimate cheddar, 3 oz. serving to yield 1 M/MA; Land O' Lakes #39940 or approved equal; 6/106 oz. pouch per case	585 Cases	\$ _____	\$ _____	_____	_____
139	#10023	Cheese Sauce, white, Queso Blanco, reduced sodium, 2 oz. serving to yield 1 oz. M/MA; JTM or approved equal; 6/5 Lbs.. per case	25 Cases	\$ _____	\$ _____	_____	_____
140	#1008	Cheese, American Processed, reduced fat, shredded, USDA inspected from USDA plant; mixed with an emulsifier according to FDA'S standard of identity; anticipate commodity, 4/5 lb. bags per case, Land O' Lakes #41728 or approved equal; priced per pound	933 Lbs.	\$ _____	\$ _____	_____	_____
141	#1010	Cheese, American, ½ oz. vertical slices, reduced fat, reduced sodium, 960 portions per case; CN label to reflect one portion provides ½ oz. M/MA for USDA Child Nutrition Program; Land O' Lakes #46268 or approved equal; per case of 30 pounds	493 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
142	#10091	Cheese, Cream, 1 oz. portions, Philadelphia #61119 or approved equal, per case of 100	8 Cases	\$ _____	\$ _____	_____	_____
143	#10092	Cheese, Cream, Strawberry, 1 oz. portions, Philadelphia #72683 or approved equal; per case of 100	14 Cases	\$ _____	\$ _____	_____	_____
144	#10102	Cheese, Pepperjack, 1.5 pounds, 1oz. To yield 1oz. M/MA, Land Of Lakes #44238 or approved equal; per case of 8	75 Cases	\$ _____	\$ _____	_____	_____
145	#1011	Cheese, Mild Cheddar, 25% reduced fat, 1 oz. portion to yield 1 M/MA; Land O' Lakes #44881 or approved equal; per case of 168 portions	50 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
146	#10051	Cheese, Mozzarella, shredded, low moisture, part skim, USDA inspected from USDA plant; anticipate commodity, 4/5 Lbs. per case; Land O' Lakes #41698 or approved equal; priced per pound	507 Lbs.	\$ _____	\$ _____	_____	_____
147	#1009	Cheese, Mozzarella, string, low moisture, light, part skim, 1 oz. portion; Land O' Lakes #59703 or approved equal; per case of 168	82 Cases	\$ _____	\$ _____	_____	_____
148	#10121	Cheese, Parmesan, shredded, per case of 5 Lbs.	72 Cases	\$ _____	\$ _____	_____	_____
149	#1204	Cheese, Queso Dip, 3 oz. cup; Land O' Lakes #39912 or approved equal; per case of 140	30 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
150	#10101	Cheese, Swiss, 1 oz. slice, 1.5 Lbs., Land O' Lakes #44261 or approved equal; per case of 8	2 Cases	\$ _____	\$ _____	_____	_____
151	#1363	Cherries, Maraschino, Fancy, Grade A, packed in natural juice, water or light syrup, 1/2 gal. Container, 6 per case	153 Cases	\$ _____	\$ _____	_____	_____
152	#14786	Chex, vend pack, Simply Chex, Cheddar, 1.25 oz.; per case of 60	7 Cases	\$ _____	\$ _____	_____	_____
153	#14784	Chex, vend pack, Simply Chex, Strawberry-yogurt, 1.25 oz.; per case of 60	33 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
154	#1313	Chiles, Chopped Green, 27 oz. can, per case of 12	20 Cases	\$ _____	\$ _____	_____	_____
155	#14869	Chips, Baked Tostitos Scoops, .875 oz. bag meets 1.5 bread equivalent in the school lunch program; per case of 72	1567 Cases	\$ _____	\$ _____	_____	_____
156	#1493	Chips, Nacho, round, 2.5" diameter, made from enriched corn flour, 30 grams to match the nutritional requirement for 1 grain in the school lunch program, 16 oz. bag, Tostitos #62933 or approved equal; per case of 8	52 Cases	\$ _____	\$ _____	_____	_____
157	#14896	Chips, Quaker Kid's Mix, .875 oz. Pkg.; per case of 104	2 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
158	#1485	Chips, vend pack, Baked Cheetos, Fantastix Chili Cheese, 1 oz. Pkg.; per case of 104	428 Cases	\$ _____	\$ _____	_____	_____
159	#1486	Chips, vend pack, Baked Cheetos, Fantastix Flamin' Hot, 1 oz. Pkg.; per case of 104	795 Cases	\$ _____	\$ _____	_____	_____
160	#148641	Chips, vend pack, Baked Cheetos, crunchy, .875 oz. Pkg.; per case of 104	221 Cases	\$ _____	\$ _____	_____	_____
161	#14872	Chips, vend pack, Baked Cheetos, Mello Puffs, flaming hot flavor, .7 oz. Pkg.; per case of 72	843 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
162	#148721	Chips, vend pack, Baked Cheetos, crunchy hot, .875 oz. Pkg.; per case of 104	104 Cases	\$ _____	\$ _____	_____	_____
163	#14895	Chips, vend pack, Baked Sour Cream & Onion, .875 oz. Pkg.; per case of 60	250 Cases	\$ _____	\$ _____	_____	_____
164	#14841	Chips, vend pack, Baked BBQ, .875 oz. Pkg.; per case of 60	326 Cases	\$ _____	\$ _____	_____	_____
165	#14854	Chips, vend pack, Baked, .875 oz. Pkg.; per case of 60	169 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
166	#14864	Chips, vend pack, Baked Cheetos, Mello Puffs, reduced fat, .7 oz. Pkg..., per case of 72	344 Cases	\$ _____	\$ _____	_____	_____
167	#14893	Chips, vend pack, Doritos, reduced fat, Cooler Ranch, 1 oz. Pkg..., per case of 72	408 Cases	\$ _____	\$ _____	_____	_____
168	#14894	Chips, vend pack, Doritos, reduced fat, Nacho Cheesier, 1 oz. Pkg..., per case of 72	1816 Cases	\$ _____	\$ _____	_____	_____
169	#14865	Chips, vend pack, Baked Ruffles Cheddar, .875 oz. Pkg...; per case of 60	457 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
170	#14897	Chips, vend pack, Doritos, reduced fat, Flamas, 1 oz. Pkg.; per case of 72	851 Cases	\$ _____	\$ _____	_____	_____
171	#14870	Chips, vend pack, Doritos, reduced fat, Sweet Chili, 1 oz. Pkg.; per case of 72	710 Cases	\$ _____	\$ _____	_____	_____
172	#1491	Chips, vend pack, popcorn, Frito Lay white cheddar whole grain #25566 or approved equal, 5 oz. pkg.; per case of 72	95 Cases	\$ _____	\$ _____	_____	_____
173	#14866	Chips, vend pack, Rold Gold Tiny Twists Hartzels, 1 oz. Pkg., per case of 104	14 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
174	#1492	Chips, Kettlecorn vend pack, Popcorn Indiana #653 or approved equal, 1oz. pkg.; per case of 48	338 Cases	\$ _____	\$ _____	_____	_____
175	#14871	Chips, Fritos, reduced fat, 16 oz. bag., per case of 8	398 Cases	\$ _____	\$ _____	_____	_____
176	#14867	Chips, vend pack, Sunchips, Garden Salsa, 1 oz. Pkg.; per case of 104	60 Cases	\$ _____	\$ _____	_____	_____
177	#1472	Chocolate Chips, Semi Sweet, 1000 count per pound, per case of 25 Lbs.	4 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
178	#1090	Cocoa, powdered, 22% to 24% butter fat, per case of 5 Lbs.	10 Cont.	\$ _____	\$ _____	_____	_____
179	#1517	Coffee, a blend of selected coffees equal to the most popular blends;Folger's #367 or approved equal; per 33.9 oz. can	141 Cans	\$ _____	\$ _____	_____	_____
180	#15181	Coffee, Martinson #3053 or approved equal, 1.75 oz. Pkg.; per case of 64	10 Pkgs	\$ _____	\$ _____	_____	_____
181	#15182	Coffee, Espresso Beans, Decoty #25225 or approved equal, 5 Lbs. bag; per case of 64	10 Bags	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
182	#14790	Cookie, individually wrapped baked pastry made with whole grain and fruit filling; shaped to resemble a smiling face; 1.41 oz. meets 1 grain/bread equivalent in the school lunch program; per case of 96; Fieldstone Bakery Apple #9823 or approved equal;	12 Cases	\$ _____	\$ _____	_____	_____
183	#14795	Cookie, individually wrapped baked pastry made with whole grain and fruit filling; shaped to resemble a smiling face; 1.41 oz. meets 1 grain/bread equivalent in the school lunch program; per case of 96; Fieldstone Bakery Strawberry # 9825 or approved equal;	12 cases	\$ _____	\$ _____	_____	_____
184	#143301	Cookie, Chocolate Chip, individually wrapped, 1 oz. Pkg., Kellogg's Gripz #80741 or approved equal; per case of 150	131 Cases	\$ _____	\$ _____	_____	_____
185	#14330	Cookie, Vanilla Graham, individually wrapped, 1 oz. Pkg., MJM #524150 or approved equal; per case of 150	30 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
186	#14782	Cookie, whole grain, Chocolate Chip Mini, 1.5 oz. Pkg., Super Bakery #6082 or approved equal	60 Pkgs	\$ _____	\$ _____	_____	_____
187	#14329	Cookie, whole grain, Oatmeal Mini, 1.5 oz. Pkg., Super Bakery #6083 or approved equal	30 Pkgs	\$ _____	\$ _____	_____	_____
188	#1315	Corn, Whole Kernel, Golden, Fancy, quick cooked, drained weight 70 oz., #10 can, per case of 6	503 Cases	\$ _____	\$ _____	_____	_____
189	#14621	Cornbread Mix, whole grain, enriched, 6/5 lb. bags per case; General Mills #212643 or approved equal	157 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
190	#1462	Cornmeal, yellow, enriched, 25 lb. bag, per baler	20 Bags	\$ _____	\$ _____	_____	_____
191	#1092	Cornstarch, gels at 170 degrees, 1 lb. Container, per case of 24	6 Cases	\$ _____	\$ _____	_____	_____
192	#143310	Crackers, cheese flavored, whole grain, Cheez It #24100 10971 or approved equal, 48 oz. bag; per case of 4	30 Cases	\$ _____	\$ _____	_____	_____
193	#14331	Crackers, cheese flavored, whole grain, Cheez It #79263 or approved equal; per .75 oz. package	109 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
194	#14332	Crackers, cheese, Cheddar Loco, whole grain, Cheez It #10671 or approved equal; per .75 oz. package, per cases of 175	48 Cases	\$ _____	\$ _____	_____	_____
195	#14340	Crackers, goldfish shape, various flavors, .75 oz. package provides 1 grain/bread equivalent in the school lunch program; per case of 300; Pepperidge Farms colors or approved equal	60 Cases	\$ _____	\$ _____	_____	_____
196	14343	Crackers, goldfish shape, various flavors, .75 oz. package provides 1 grain/bread equivalent in the school lunch program; per case of 300; Pepperidge Farms cheddar or approved equal	75 Cases	\$ _____	\$ _____	_____	_____
197	14339	Crackers, goldfish shape, various flavors, .75 oz. package provides 1 grain/bread equivalent in the school lunch program; per case of 300; Pepperidge Farms ranch or approved equal	43 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
198	#14341	Crackers, graham, bite size "bug" shapes, 1 oz. package provides 1.25 grain equivalent in the school lunch program; per case of 175; Keebler or approved equal	54 Cases	\$ _____	\$ _____	_____	_____
199	#14325	Crackers, graham, elf-shaped, chocolate, 1 oz. pkg., Keebler #40239 or approved equal; per case of 150	165 Cases	\$ _____	\$ _____	_____	_____
200	#14327	Crackers, Zoo Animals, 1 oz. Pkg., shortbread cracker in zoo animal shapes, 2gm fat per serving or less; Austin/Kellogg's or approved equal, per case of 100	58 Cases	\$ _____	\$ _____	_____	_____
201	#143281	Crackers, graham, Elf-shaped, original honey, 1 oz. pkg., Keebler #40213 or approved equal; per case of 150	44 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
202	#14328	Crackers, graham, Elf-shaped, original honey, 1 oz. pkg., Keebler #40213 or approved equal; per case of 150	76 Cases	\$ _____	\$ _____	_____	_____
203	#1432	Crackers, oyster, whole grain, reduced sodium, .8 oz. pkg. provides 1 grain equivalent, Westminster Bakers Co. #15017 or approved equal; per case of 150	1165 Cases	\$ _____	\$ _____	_____	_____
204	#14335	Crackers, Scooby Doo Graham, baked cinnamon sticks, 1 oz. pkg.; per case of 175; Keebler #50689 or approved equal	100 Cases	\$ _____	\$ _____	_____	_____
205	#14342	Crackers, graham, Minion shaped, 1 oz. Pkg., Keebler or approved equal; per case of 210	70 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
206	#13663	Cranberries, dried, sweetened, per 10 pound case	14 Cases	\$ _____	\$ _____	_____	_____
207	#1365	Cranberry Sauce, Jellied, Fancy, #10 can, per case of 6	20 Cases	\$ _____	\$ _____	_____	_____
208	#11191	Creamer, personal Container, 3 gram, PPI or approved equal; per case of 2000	8 Cases	\$ _____	\$ _____	_____	_____
209	#11192	Creamer, liquid, Coffeemate #13799 or approved equal; 32 oz., per case of 2	14 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
210	#1053	Croutons, N-Joy #74465 or approved equal; per case of 10 lbs.	40 Cases	\$ _____	\$ _____	_____	_____
211	#14320	Drink, 100% juice, Strawberry Orange 10 oz., Tropicana #2146 or approved equal; per case of 15	605 Cases	\$ _____	\$ _____	_____	_____
212	#15321	Drink, 100% juice, Fruit Medley 10 oz., Tropicana #2145 or approved equal; per case of 15	684 Cases	\$ _____	\$ _____	_____	_____
213	#15325	Drink, 100% juice, Strawberry Kiwi, 10 oz., Tropicana #2144 or approved equal; per case of 15	708 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
214	#10851	Extract, Almond, Imitation, conforming to Federal Standard of Identity, per 1 pint Container	2 Cases	\$ _____	\$ _____	_____	_____
215	#1085	Extract, Vanilla, Imitation, conforming to Federal Standard of Identity, per 1 gallon Container	12 Cases	\$ _____	\$ _____	_____	_____
216	#1401	Donut, whole grain, powdered sugar, mini, 3 oz. Pkg. to meet 2 Grain servings for the CN program; Super Bakery #7787 or approved vendor	500 Cases	\$ _____	\$ _____	_____	_____
217	#14145	Donut, whole grain, chocolate enrobed, mini, 3.3 oz. Pkg. to meet 2 Grain servings for the CN program; Super Bakery #7786 or approved equal	200 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
218	#14692	Flour, whole grain, white wheat, Shawnee Milling Co. #10016 or approved equal, one 25 lb. bag per baler	1594 Bags	\$ _____	\$ _____	_____	_____
219	#294	Fruit Snacks, Kellogg's #47954-5, or approved equal, 1.6 oz. Pkg.; per case of 144	350 Cases	\$ _____	\$ _____	_____	_____
220	#1366	Fruit Cocktail, choice, light syrup to include pears, peaches, pineapple, and grapes, minimum drain weight 71 oz., #10 can, per case of 6	2253 Cases	\$ _____	\$ _____	_____	_____
221	#1500	Gelatin, FDA approved colors and flavors Strawberry; 24 oz. Container; per case of 12	29 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
222	#1502	Gelatin, FDA approved colors and flavors Cherry; 24 oz. Container; per case of 12	29 Cases	\$ _____	\$ _____	_____	_____
223	#15021	Gelatin, FDA approved colors and flavors Lime; 24 oz. Container; per case of 12	5 cases	\$ _____	\$ _____	_____	_____
224	#15022	Gelatin, FDA approved colors and flavors Orange; 24 oz. Container; per case of 12	2 cases	\$ _____	\$ _____	_____	_____
225	#1093	Gravy Mix, Peppered Style, 24 oz. Container, Conestoga #99412 or approved equal; per case of 6; please state mix-to-liquid ratio	632 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
226	#1442	Granola, .6 oz. Pkg., Fieldstone #9793 or approved equal; per case of 200	6 Cases	\$ _____	\$ _____	_____	_____
227	#12111	Hummus, Classic Mix, Harmony Valley #30725 or approved equal; 6/18.46 oz. per case	54 Cases	\$ _____	\$ _____	_____	_____
228	#15271	Isotonic Drink, 12 oz. wide-mouth elementary pack, Glacier Freeze, G2 or approved equal; per case of 24	1623 Cases	\$ _____	\$ _____	_____	_____
229	#15291	Isotonic Drink, 12 oz. wide-mouth elementary pack, Grape, G2 or approved equal; per case of 24	620 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
230	#15250	Isotonic Drink, 12 oz. wide-mouth elementary pack, Orange, G2 or approved equal; per case of 24	477 Cases	\$ _____	\$ _____	_____	_____
231	#1126	Jelly, personal Container, assorted flavors, 5 oz. cup pack, PPI or approved equal; per case of 200	992 Cases	\$ _____	\$ _____	_____	_____
232	#15239	Juice, 100%, 4.23 oz., shelf stable, Country Pure Dragon Punch or approved equal; per case of 44	136 Cases	\$ _____	\$ _____	_____	_____
233	#152391	Juice, 100%, 4.23 oz., shelf stable, Country Pure Wango Mango or approved equal, per case of 44	231 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
234	#15235	Juice, 100%, 6 oz., shelf staple, Juicy Juice or approved equal; per case of 40, Apple Splash	1126 Cases	\$ _____	\$ _____	_____	_____
235	#15236	Juice, 100%, 6 oz., shelf staple, Juicy Juice or approved equal; per case of 40, Berry Breeze	1539 Cases	\$ _____	\$ _____	_____	_____
236	#15237	Juice, 100%, 6 oz., shelf staple, Juicy Juice or approved equal; per case of 40, Fruit Dive	795 cases	\$ _____	\$ _____	_____	_____
237	#1523	Juice, 100%, 6.75 oz., shelf staple, Juicy Juice Grape #52479 or approved equal; per case of 32	212 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
238	#15231	Juice, 100%, 6.75 oz., shelf staple, Juicy Juice Apple #15794 or approved equal; per case of 32	169 cases	\$ _____	\$ _____	_____	_____
239	#15232	Juice, 100%, 6.75 oz., shelf staple, Juicy Juice Orange Tangerine #84125 or approved equal; per case of 32	169 cases	\$ _____	\$ _____	_____	_____
240	#15246	Juice, 100%, 8 oz., V-8 Fusion, Campbell's Pomegranate Blueberry #18867 or approved equal; per case of 24	215 Cases	\$ _____	\$ _____	_____	_____
241	#15247	Juice, 100%, 8 oz., V-8 Fusion, Campbell's Strawberry Banana #18866 or approved equal; per case of 24	231 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
242	#15249	Juice, sparkling, 8.4 oz. can, Izze Apple #1507 or approved equal, per case of 24	62 Cases	\$ _____	\$ _____	_____	_____
243	#15241	Juice, sparkling, 8.4 oz. can, Izze Blackberry #1502 or approved equal, per case of 24	55 Cases	\$ _____	\$ _____	_____	_____
244	#15248	Juice, sparkling, 8.4 oz. can, Izze Clementine #1505 or approved equal, per case of 24	43 cases	\$ _____	\$ _____	_____	_____
245	#15240	Juice Smoothie, 100% juice, no sugar added, 10 oz. bottle, Naked Berry Blast #63117 or approved equal; per case of 8	418 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
246	#15238	Juice Smoothie, 100% juice, no sugar added, 10 oz. bottle, Naked Green Machine #63076 or approved equal; per case of 8	267 Cases	\$ _____	\$ _____	_____	_____
247	#15242	Juice Smoothie, 100% juice, no sugar added, 10 oz. bottle, Naked Strawberry Banana #63071 or approved equal; per case of 8	453 Cases	\$ _____	\$ _____	_____	_____
248	#11646	Kernels, Sunflower, roasted, Azar or approved equal; 150/1 oz. Pkg. per case	28 Cases	\$ _____	\$ _____	_____	_____
249	#1064	Lemon Juice, 1 gallon plastic Container, per gallon	70 Gal	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
250	#1127	Margarine, 1 pound, must have zero grams trans-fat per serving, per case of 30; Ventura #16840 or approved equal	278 Cases	\$ _____	\$ _____	_____	_____
251	#1128	Margarine, Personal Container, 5 gm. tub, must have zero grams trans-fat per serving, per case of 900	2 Cases	\$ _____	\$ _____	_____	_____
252	#1020	Milk, Evaporated, 12 oz. Container, per case of 24	4 Cases	\$ _____	\$ _____	_____	_____
253	#1416	Muffin Mix, Basic, whole grain, 5 lb. Container, Continental Mills #12016or approved equal; per case of 6	30 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
254	#1096	Mustard, prepared, personal Container, 5.5 gram, PPI or approved equal; per case of 500	155 Cases	\$ _____	\$ _____	_____	_____
255	#1095	Mustard, Salad Style, prepared, 1 gal. Container, per case of 4	99 Cases	\$ _____	\$ _____	_____	_____
256	#14641	Noodles, Chow Mein, #10 can, per case of 6	40 Cases	\$ _____	\$ _____	_____	_____
257	#14644	Noodles, Rotini, whole grain, per 20 lb. case	30 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
258	#14661	Noodles, Spaghetti, whole grain, per 20 lb. case	266 Cases	\$ _____	\$ _____	_____	_____
259	#1458	Oatmeal, quick-cooking, 42 oz. Container, per case of 12	4 Cases	\$ _____	\$ _____	_____	_____
260	#11451	Oil, Corn or Vegetable, partially hydrogenated, for use in baking, no tropical oils, 6/1 gallon per case; please specify type	40 Cases	\$ _____	\$ _____	_____	_____
261	#1369	Oranges, Mandarin, choice, packed in natural juice, water or light syrup, #10 can, per case of 6	1603 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
262	#1146	Pan Coat Spray, 14 oz. Container, non-aerosol trigger sprayer liquid food release made from a blend of corn oil and lecithin, must not Contain water, Vegelene #16020 or approved equal; per case of 6	165 Cases	\$ _____	\$ _____	_____	_____
263	#1377	Peaches, sliced, cling, choice, packed in natural juice, water or light syrup, minimum drain weight 66 oz., #10 can, per case of 6	1489 Cases	\$ _____	\$ _____	_____	_____
264	#1211	Peanut Butter, creamy, 6 lb. can	2 Cans	\$ _____	\$ _____	_____	_____
265	#1379	Pears, diced, choice, light syrup, #10 can, per case of 6	1358 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
266	#13181	Peas, black-eyed, #10 can, per case of 6	10 Cases	\$ _____	\$ _____	_____	_____
267	#1318	Peas, Green, All Sweet or Early June, choice 3 or 4 sieve, #10 can, per case of 6	100 Cases	\$ _____	\$ _____	_____	_____
268	#1336	Peppers, Dehydrated, green, diced sweet, per 28 oz. can	4 Cans	\$ _____	\$ _____	_____	_____
269	#1300	Peppers, Jalapeno, sliced, packed in U S, #10 can, (glass Containers not acceptable), per case of 6	157 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
270	#1098	Pickles, Dill, sliced, choice, waffle cut, 24 lb. minimum drain weight, packed in 5.75 pound pouch pack; Cajun Chef or approved equal; per 4/5.5 pound pouch	208 Cases	\$ _____	\$ _____	_____	_____
271	#1383	Pineapple Tidbits, choice, packed in natural juice, water or light syrup, minimum drained weight 66 oz., #10 can, per case of 6	1573 Cases	\$ _____	\$ _____	_____	_____
272	#13395	Potatoes, Instant, Dehydrated Potato reduced sodium, loaded flavor, 31 oz. bag, Idahoan or approved equal; per case of 12	1200 Cases	\$ _____	\$ _____	_____	_____
273	#1323	Potatoes, sweet, cut, packed in natural juice, water or light syrup, #10 can, per case of 6	10 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
274	#11012	Pudding, vanilla, shelf stable, 3.5 oz. cup, Snack Pack #2700055419 or approved equal; per case of 48	11012 Cases	\$ _____	\$ _____	_____	_____
275	#11011	Pudding, chocolate, shelf stable, 3.5 oz. cup, Snack Pack #2700055418 or approved equal; per case of 48	11011 Cases	\$ _____	\$ _____	_____	_____
276	#13231	Pumpkin, solid pack, #10 can, per case of 6	3 Cases	\$ _____	\$ _____	_____	_____
277	#13662	Raisins, per 30 pound case	2 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
278	#1099	Relish, sweet, 1 gallon plastic Container, per case of 4	26 Cases	\$ _____	\$ _____	_____	_____
279	#14312	Rice, Asian style, brown, 25.6 oz. box, Uncle Ben's #45533 or approved equal; per case of 6	255 Cases	\$ _____	\$ _____	_____	_____
280	#14311	Rice, brown, whole grain, milled, enriched, Uncle Ben's #12111 or approved equal; per 25 lb. bag	477 Cases	\$ _____	\$ _____	_____	_____
281	#14481	Rice Krispies Treat, whole grain, 1.41 oz. portion, Kellogg's #11052 or approved equal; per case of 80	479 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
282	#14481	Rice Krispies Treat, whole grain with mini chocolate chips, 1.59 oz. portion, Kellogg's #14567 or approved equal; per case of 80	581 Cases	\$ _____	\$ _____	_____	_____
283	#1448	Rice Krispies Treat, whole grain with mini , .42 oz. portion, Kellogg's #14540 or approved equal; per case of 600	133 Cases	\$ _____	\$ _____	_____	_____
284	#13354	Salad Dressing, Caesar, reduced fat, one gallon Container	16 Cont.	\$ _____	\$ _____	_____	_____
285	#1131	Salad Dressing, fat free/reduced fat, personal Container, 12 gram, Dukes or approved equal; per case of 200	169 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
286	#1139	Salad Dressing, Italian, fat-free, Portion Pack, 1.5 oz. pouch pack, Heinz or approved equal; per case of 100	42 Cases	\$ _____	\$ _____	_____	_____
287	#11392	Salad Dressing, Italian, Portion Pack, 1.5 oz. pouch pack, Heinz or approved equal; per case of 100	32 Cases	\$ _____	\$ _____	_____	_____
288	#11393	Salad Dressing, Lite Caesar, portion pack, 1 oz. Pkg., Cheltenham #217 or approved equal; per case of 100	38 Cases	\$ _____	\$ _____	_____	_____
289	#1130	Salad Dressing, Mayonnaise, reduced calorie, 1 gallon Container, per case of 4	314 Case	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
290	#1143	Salad Dressing, mix, dry pack, 3.2 oz. Container, Foothill Farms or approved equal; per case of 18	123 Cases	\$ _____	\$ _____	_____	_____
291	#11361	Salad Dressing, Ranch, Gallon Container; per case of 4	400 Cases	\$ _____	\$ _____	_____	_____
292	#11353	Salad Dressing, Ranch, light, Portion Pack, 1 oz. cup, Hidden Valley #14374 or approved equal; per case of 160	107 Cases	\$ _____	\$ _____	_____	_____
293	#11351	Salad Dressing, Ranch, portion pack, reduced fat, 1.5 oz. pouch pack; Heinz or approved equal; per case of 84	187 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
294	#11371	Salad Dressing, Thousand Island, Portion Pack, 1.5 oz. pouch pack, PPI or approved equal; per case of 100	16 Cases	\$ _____	\$ _____	_____	_____
295	#10617	Sauce, Alfredo, mix, 14 oz. package, Precision Foods or approved equal; per case of 8	70 Cases	\$ _____	\$ _____	_____	_____
296	#12024	Sauce, enchilada, #10 can, Red Gold #REDRL99 or approved equal per case of 6	82 Cases	\$ _____	\$ _____	_____	_____
297	#1201	Sauce, Barbecue, personal Container cup, 1 oz. per cup; PPI or approved equal; per case of 100	58 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
298	#12021	Sauce, Marinara, #10 can, Red Gold #rpkna99 or approved equal; per case of 6	654 Cases	\$ _____	\$ _____	_____	_____
299	#1202	Sauce, Marinara, personal Container cup, 2.5 oz. per cup, Red Gold #REDNA2ZC84 or approved equal; per case of 84	734 Cases	\$ _____	\$ _____	_____	_____
300	#12022	Sauce, Spaghetti, #10 can, Red Gold #RPKMA9Cor approved equal; per case of 6	6 Cases	\$ _____	\$ _____	_____	_____
301	#10616	Sauce, Sweet & Sour, personal Container cup, 1 oz. per cup; PPI or approved equal; per case of 100	20 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
302	#1129	Shortening, all purpose, vegetable, poly un-saturated, no tropical oils, zero grams trans-fat, per 6lb can	620 Cans	\$ _____	\$ _____	_____	_____
303	#1030	Sour Cream, fat free, personal Container, 1 oz. per Container; Land O Lakes or approved equal; per case of 100	18 Cases	\$ _____	\$ _____	_____	_____
304	#1080	Soy Sauce, lite, reduced sodium per 1 gallon Container	10 GALS	\$ _____	\$ _____	_____	_____
305	#1036	Spice, Celery Seed, per 1 lb. can or vacuum-sealed jar or Container	14 Cont.	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
306	#13271	Spice, Buffalo Hummus, 2.88 oz. Pkg., Rodelle #31068 or approved equal per case of 12	22 Cases	\$ _____	\$ _____	_____	_____
307	#1050	Spice, Chicken Base, reduced sodium, granules, water soluble, 1 lb. Container, Major or approved equal; per case of 12	10 Cases	\$ _____	\$ _____	_____	_____
308	#1037	Spice, Chili Powder, pure, no additives, per 5.5 lb. can or vacuum-sealed jar or Container; Gephardt or approved equal	72 Cases	\$ _____	\$ _____	_____	_____
309	#1038	Spice, Cinnamon, Ground, pure, no additives, per 5 lb. can or vacuum-sealed jar or Container	72 Cont.	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
310	#10381	Spice, Cloves, per 16 oz. vacuum-sealed jar or Container	4 Cont.	\$ _____	\$ _____	_____	_____
311	#1057	Spice, Comino, Ground, per 16 oz. can or vacuum-sealed jar or Container	145 Cont.	\$ _____	\$ _____	_____	_____
312	#1040	Spice, Cream of Tartar, per 25 oz. can or vacuum-sealed jar or Container	2 Cont.	\$ _____	\$ _____	_____	_____
313	#1055	Spice, Garlic Powder, no salt added, per 19 oz. can or vacuum-sealed jar or Container	103 Cont.	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
314	#1042	Spice, Mustard, dry, ground, per 1 lb. can or vacuum-sealed jar or Container	6 Cont.	\$ _____	\$ _____	_____	_____
315	#1043	Spice, Nutmeg, ground, pure, no additives, per 1 lb. can or vacuum-sealed jar or Container	12 Cont.	\$ _____	\$ _____	_____	_____
316	#1044	Spice, Onion Powder, no salt added, per 20 oz. can or vacuum-sealed jar or Container	52 Cont.	\$ _____	\$ _____	_____	_____
317	#1045	Spice, Onions, Dehydrated, chopped, per case of 15 Lbs.	28 Cont.	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
318	#1046	Spice, Oregano, ground, per 12 oz. can or vacuum-sealed jar or Container	16 Cont.	\$ _____	\$ _____	_____	_____
319	#1047	Spice, Paprika, per 1 lb. can or vacuum-sealed jar or Container	52 Cont.	\$ _____	\$ _____	_____	_____
320	#10691	Spice, Pepper Shakers, dispensers, 1.5 oz. Container, per case of 48	1 Case	\$ _____	\$ _____	_____	_____
321	#1068	Spice, Pepper, black, pure, no additives, table grind, per 5 lb. can or vacuum-sealed jar or Container	14 Cont.	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
322	#1069	Spice, Pepper, personal Container, .20 gram, PPI or approved equal; per case of 3000	46 Cases	\$ _____	\$ _____	_____	_____
323	#1070	Spice, Pepper, white, pure, no additives, per 18 oz. can or vacuum-sealed jar or Container	52 Cont.	\$ _____	\$ _____	_____	_____
324	#1327	Spice, Salsa Mix, 5.8 oz. package, Containing peppers, onions, garlic, and spices, to be mixed with canned or fresh tomatoes, no cooking required, Foothill Farms or approved equal; per case of 12; must not Contain any MSG, chemicals or preservatives	22 Cases	\$ _____	\$ _____	_____	_____
325	#10771	Spice, Salt Shakers, dispenser, 4 oz. Container, per case of 48	1 Case	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
326	#1075	Spice, Salt, Bulk, iodized, fine grain, per 25 lb. bag	97 Bags	\$ _____	\$ _____	_____	_____
327	#1077	Spice, Seasoning Salt, Lawry's or approved equal; per 5 lb. can or vacuum-sealed jar or Container	103 Cont.	\$ _____	\$ _____	_____	_____
328	#10372	Spice, Seasoning, Mexican Rice, 11 oz. package, to be mixed with parboiled rice; Foothill Farms or approved equal, per case of 6; must not Contain any MSG, chemicals or preservatives	435 Cases	\$ _____	\$ _____	_____	_____
329	#1371	Spinach, Fancy, Grade A Whole leaf, #10 can, per case of 6	181 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
330	#1115	Sugar, Brown, light, high commercial quality, per 25 lb. bag	52 Bags	\$ _____	\$ _____	_____	_____
331	#1117	Sugar, Granulated, high commercial quality, cane or beet, per 25 lb. bag	302 Bags	\$ _____	\$ _____	_____	_____
332	#1118	Sugar, personal Container, 4 gram, PPI or approved equal; per case of 2000	34 Cases	\$ _____	\$ _____	_____	_____
333	#1116	Sugar, Powdered, high commercial quality, cane or beet, per 25 lb. bag	217 Bags	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
334	#1119	Sweetener, personal Container, .8 gram, Sweet-N-Low or approved equal; per case of 2500	42 Cases	\$ _____	\$ _____	_____	_____
335	#1120	Syrup, personal Container, 1 oz. cup, PPI or approved equal; per case of 100	1207 Cases	\$ _____	\$ _____	_____	_____
336	#1437	Taco Shells, enriched, 5.5" length, weight range .54 oz. per shell, packed to limit breakage, packed to CID A-A-20143 standard, two shells to provide 1 serving of grain/bread, per case of 200	80 Cases	\$ _____	\$ _____	_____	_____
337	#1438	Taco Tubs, made with enriched stone ground corn, Smoke wood Foods or approved equal; per case of 200	414 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
338	#1516	Tea Bags, 1 oz., per case of 96	111 Cases	\$ _____	\$ _____	_____	_____
339	#1324	Tomato Paste, U.S. Grade A, 26% solid, #10 can; Redpack #RPKUA99 or approved equal; per case of 6	72 Cases	\$ _____	\$ _____	_____	_____
340	#1328	Tomatoes, diced, peeled, #10 can, per case of 6	128 Cases	\$ _____	\$ _____	_____	_____
341	#14711	Tortillas, Corn, 6 inch diameter, made from enriched flour, 60 count Pkg., per case of 12	1 Case	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
342	#14713	Tortillas, Flour, 6.25 inch diameter, made from enriched flour, 12 count Pkg., per case of 24	86 Cases	\$ _____	\$ _____	_____	_____
343	#1232	Tuna, Chunk Light, in water, 66 oz. can, per case of 6	6 Cases	\$ _____	\$ _____	_____	_____
344	#1108	Vinegar, White, 4% acidity, 1 gallon plastic Container, per case of 6	149 Cases	\$ _____	\$ _____	_____	_____
345	#1537	Water, bottled, pure spring, 10 oz. plastic Container; per case of 24	1762 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
346	#1536	Water, bottled, pure spring, 16.9 oz. plastic Container, per case of 24	3464 Cases	\$ _____	\$ _____	_____	_____
347	#1538	Water, black raspberry, 17 oz. bottle, Sparkling Ice or approved equal; per case of 12	603 Cases	\$ _____	\$ _____	_____	_____
348	#1539	Water, orange mango, 17 oz. bottle, Sparkling Ice or approved equal; per case of 12	505 Cases	\$ _____	\$ _____	_____	_____
349	#1540	Water, kiwi strawberry, 17 oz. bottle, Sparkling Ice or approved equal; per case of 12	565 Cases	\$ _____	\$ _____	_____	_____

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
350	#1109	Worcestershire Sauce, 1 gallon Container, per gallon	26 Gals	\$ _____	\$ _____	_____	_____
351	#14720	Wrap, Jalapeno cheese, whole grain tortilla, Tyson #24000 or approved equal, 12 inch, per case of 144	70 Cases	\$ _____	\$ _____	_____	_____
352	#1113	Yeast, Instant, active dry blending capability, vacuum sealed foil pack, 16 oz. Pkg., SAF or approved equal; per case of 20	64 Cases	\$ _____	\$ _____	_____	_____
353		Catalog discount for other items not listed above. Provide catalog or price sheet for which the discount applies. Provide additional sheets if necessary.		_____ %			

Item No.	BISD No.	Item Description	Qty	Unit Price	Total Price	Brand/ Number	UOM/Cases Pack
354		Prompt Pay Discount		_____ %			

SECTION III
RFCSP RESPONSE CHECKLIST

To be considered for award of **this** solicitation, all pages contained in the “Packet” (including but not limited to forms A – N, Required Federal Contract Provisions, the Cover Page, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** in a sealed envelope or other appropriate package adequate to conceal and contain the contents prior to the RFCSP date and time. Each RFCSP shall be placed in a separate envelope and properly identified with the RFCSP Number, RFCSP Title, Name of Company submitting RFCSP, and the established time and date to be opened.

Please verify that the documents listed below have been completed, signed, and included in your RFCSP prior to submittal. **TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS MUST BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.**

Mandatory Forms (required to be considered for the Award of this solicitation):

- Proposer Return Packet and Addendum(s) (Submittals as detailed in the specifications)
 - Proposer’s Questionnaire
 - Insurance
 - References
- Completed – Packet Cover Page
- Completed – Proposer Information Response Form – Form A
- Completed – Deviation/Compliance Signature Form – Form B
- Completed – Non-Collusion Statement – Form C
- Completed – Buy American Provision – Form D
- Completed – HACCP Plan – Form E
- Completed – Criminal Background Check and Felony Conviction Notification – Form F
- Completed – Resident/Nonresident Bidder’s Certification – Form G
- Completed – References – Form H
- Completed – Senate Bill 9 Proposer Certification – Form I
Not required for this proposal.
- Completed – EPCNT – Form J
- Completed – Cooperative List – Form K
- Completed – Conflict of Interest Questionnaire – Form L
- Completed – Historically Underutilized Business (HUB) Certification – Form M
- Completed – Required Federal Contract Provisions
- Completed – W-9, Tax Payer Identification Number & Certification (not included in packet)

**FORM A
PROPOSER INFORMATION RESPONSE FORM**

The undersigned, in submitting this RFCSP and endorsement of same, represents that he/she is authorized to obligate his/her Proposer, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFCSP; and that he/she has read this entire RFCSP package (Sections I through IX), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in *all* sections of this RFCSP.

SUBMITTED BY

Primary Contact/Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Website:

HUB:

M/WBE:

EIN or SS#:

DUN:

REMIT INFORMATION

Contact Person:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

ADDITIONAL REMIT ADDRESSES

Location Name/Type:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

PROPOSER QUALIFICATIONS

How many years has your company been in this type of business?

Number of staff in your organization?

Are you willing to accept a split or multiple award?

Are you willing to accept procurement card payment?

Are criminal and civil arrest/charge records checked?

Is random drug testing performed?

Are your employees required to wear uniforms, name tags/badges and company identifications?

HOW WOULD YOU LIKE TO RECEIVE YOUR PURCHASE ORDERS? EMAIL, FAX OR US MAIL
CHECK ALL THAT APPLY

<input type="checkbox"/> Fax	<input type="checkbox"/> E-mail	<input type="checkbox"/> U S Mail
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PLEASE LIST ANY CURRENT AWARDED BIDS YOU HAVE WITH OTHER DISTRICTS OR CO-OPS

Bid or Co-op#:	Contact:	Phone:
Bid or Co-op #:	Contact:	Phone:
Bid or Co-op #:	Contact:	Phone:

SIGNATURES OF COMPANY OFFICIAL

Print Name: _____

Signature: _____

Print Title:

Date:

FORM D
BUY AMERICAN PROVISION

School and institutions participating in the NSLP and SBP are required by law to use child nutrition funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that either is produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Therefore, when child nutrition funds are used to acquire foods, schools and institutions must ensure that the items comply with this requirement. Additional requirements for preference for agricultural products from Texas are applicable to the use of child nutrition funds, in accordance with the Buy American Provision, Section 44.042, Texas Education Code.

Does Proposer agree? Yes _____ Initials of authorized company representative

FORM E
HACCP PLAN

HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw materials production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Our company has a current Hazard Analysis and Critical Control Points Plan (HACCP) or good manufacturing practices in place for the duration of this contract.

Yes, we have a HACCP **No, we do not have an HACCP**

Signature

Date

FORM F
CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the Birdville ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Birdville ISD’s property or other location where students are regularly present. Birdville ISD shall be the final decider of what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

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

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

I, the undersigned agent for the Proposer named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section. Proposer is responsible for the performance of the persons, employees and/or sub-Proposers. Proposer agrees to provide services for the Birdville ISD pursuant to this RFCSP on any and all Birdville ISD campuses or facilities. Proposer will not assign individuals to provide services at a Birdville ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Birdville ISD Purchasing Department.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

Proposer’s Name:			
A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.	Y	N	
B. My firm is not owned nor operated by anyone who has been convicted of a felony.	Y	N	
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Y	N	
Name of Felon(s):			
Details of Conviction(s):			
Signature of Company Official:		Date:	
<i>NOTE: Name and signature of company official should be the same as initials on the affidavit (Form B).</i>			

FORM G
RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident Proposers. The pertinent portions of the Act are as follows:

Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4) "Resident bidder" means a bidder whose principal place of business is in this state, including a Proposer whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

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

Company Name: _____ is/isn't a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Yes - Resident **No - Nonresident**

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the Proposer's ultimate parent company or majority owner employ at least 500 persons in Texas?	Yes _____ No _____
---	--------------------

Does Proposer agree? Yes _____ Initials of authorized company representative

**FORM H
REFERENCES**

Proposers must provide at least three (3) references for which they have performed similar services within the past twenty-four (24) months. Two (2) of the references shall be school districts serviced. The references should be of like size and nature as the BISD. The references shall include the name of the company, contact person, phone number, fax number and e-mail address, length of time work has been performed, types of tasks performed and service provided. See attached reference sheet.

1.	Company Name:			
	Address:			
	City/State/Zip:			
	Contact Person:		Email:	
	Business Phone:		Fax:	
	Description of project or work completed:			
2.				
	Company Name:			
	Address:			
	City/State/Zip:			
	Contact Person:		Email:	
	Business Phone:		Fax:	
	Description of project or work completed:			
3.				
	Company Name:			
	Address:			
	City/State/Zip:			
	Contact Person:		Email:	
	Business Phone:		Fax:	
	Description of project or work completed:			

FORM I
MODEL SB 9 PROPOSER CERTIFICATION FORM

Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service Proposers to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a Proposer (to include any subcontractors and/or independent Proposers) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under Federal law or the laws of another state.

On behalf of _____ ("Name of Proposer"),

I First Name: _____ Last Name: _____

Certify that [check one]:

None of the Proposer's employees are *covered employees*, as defined above.

Or

Some or all of the Proposer's employee are *covered employees*. If this box is selected, I further certify that:

Proposer has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Proposer has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

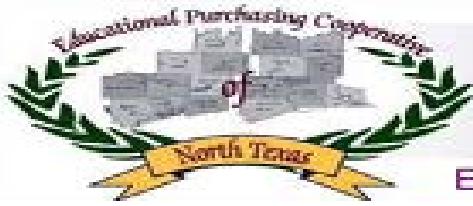
If Proposer receives information that a covered employee has a disqualifying conviction, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Proposer will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Proposer with this certification may be grounds for contract termination.

Signature Date

FORM J



INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Birdville ISD have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the Proposer) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____ No _____

If you (the Proposer) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Birdville ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Birdville ISD will be billed directly to that governmental entity and paid by that government entity. Birdville ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>

Company Name: _____ Date: _____

**FORM K
COOPERATIVE LIST**

Birdville ISD is a member of the following Cooperatives. Please check if your company is a member of the following cooperatives.

- BuyBoard - The Local Government Purchasing Cooperative
- Choice Partners (Harris County Department of Education)
- DIR - State Purchasing Cooperative - Department of Information Resources
- EPCNT - Educational Purchasing Cooperative of North Texas
- HGAC – Houston-Galveston Area Council
- National Intergovernmental Purchasing Alliance (IPA)
- NJPA – National Joint Powers Alliance
- PACE - Purchasing Association of Cooperative Entities
- Tarrant County Cooperative Purchasing Program
- TCPN - The Cooperative Purchasing Network
- Texas Smart Buy - State Purchasing Cooperative
- TIPS - The Interlocal Purchasing System
- U.S. Communities
- Other(s) _____
- None

FORM L

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FORM M

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
CERTIFICATION**

Companies that have been certified by the Texas Building and Procurement Commission (TBPC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation. The electronic catalogs will indicate HUB certification for Proposers that properly indicate and document their HUB certification on this form.

I certify that my company has been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. (Required documentation for recognition as a HUB).

Minority

Small Business

Woman Owned

My company has NOT been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PLEASE PRINT)

TITLE

DATE

SECTION IV
REQUIRED FEDERAL CONTRACT PROVISIONS OF FEDERAL REGULATIONS FOR
CONTRACTS WITH BIRDVILLE ISD

Required Federal contract provisions for purchases under USDA for purchases in conjunction with the National School Lunch Program, School Breakfast Program and Summer Feeding Program

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. Birdville ISD is the sub grantee or Sub recipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR PART 200

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

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

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

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by BIRD, BIRD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Mandatory: Failure to agree will render your proposal non-responsive and will not be considered for award.

Does Proposer agree? YES _____ Initials of authorized company representative

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by BIRD, BIRD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the Proposer an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. BIRD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days' notice in writing to the awarded Proposer. The Proposer would be compensated for work performed and goods procured as of the termination date if for convenience of eth BIRD. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other Proposers when it is in the best interest of the District.

Mandatory: Failure to agree will render your proposal non-responsive and will not be considered for award.

Does Proposer agree? YES _____ Initials of authorized company representative

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

Pursuant to (C) above, if applicable, the Proposer agrees to comply with 37 CFR Part 401.

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

Does Proposer so certify? YES _____ Initials of authorized company representative

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

Pursuant to Federal Rule (D) above, when federal funds are expended by BISD, BISD requires that the Proposer certify that during the term of an award by the BISD resulting from this procurement process the Proposer agrees to the terms listed and referenced therein.

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

Does Proposer so certify? YES _____ Initials of authorized company representative

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

Pursuant to Federal Rule (E) above, when federal funds are expended by BISD, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

Does Proposer so certify? YES _____ Initials of authorized company representative

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

Pursuant to Federal Rule (F) above, when federal funds are expended by BISD, BISD requires that the Proposer certify that during the term and after the awarded term of an award by the BISD resulting for this procurement process the Proposer certifies to the terms included or referenced therein

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

Does Proposer so certify? YES _____ Initials of authorized company representative

(G) Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000)

Pursuant to Federal Rule (G) immediately above, when federal funds are expended by BISD, BISD requires that the Proposer certify that in performance of the contracts, subcontracts, and sub grants of amounts in excess of \$100,000, the Proposer will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

Does Proposer so certify? YES _____ Initials of authorized company representative

(H) Federal Rule 2 CFR 200.333 Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (H) immediately above, when federal funds are expended by BISD, BISD requires that the Proposer certify that the awarded Proposer will retain all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.

Does Proposer so certify? YES _____ Initials of authorized company representative

(I) Federal Rule Compliance with Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (H) above, when federal funds are expended by BISD, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

Does Proposer so certify? YES _____ Initials of authorized company representative

(J) Solid Waste Disposal Act - 2 CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials.

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

Does your company comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

(K) Discrimination

Pursuant to Federal Rule (J) above, when federal funds are expended by BISD, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

Does your company comply with Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities as they apply to this contract?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

(L) Equal Employment Opportunity

Pursuant to Federal Rule (K) above, when federal funds are expended by BISD, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to 41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)

Does your company comply with 41 CFR, Chapter 60? Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as they apply to this contract?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

(M) Health and Safety Certifications, Licensing, or Regulations

Pursuant to Federal Rule (L) above, when federal funds are expended by BISD, BISD requires Proposer to certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to observance of applicable local, state, or federal health and safety certifications, licensing, or regulations.

Does your company comply with all Local, state, or federal health and safety certifications, licensing, or regulations as they apply to this contract?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

(N) Patent Rights, Copyright and Rights

Pursuant to Federal Rule (M) above, when federal funds are expended by BISD, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to observance of applicable pertaining to patent rights, copyright and rights in data.

Does your company comply with all matters pertaining to patent rights, copyright and rights in data as they apply to this contract?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

(O) Federal Requirements for Procurement and Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

Pursuant to (N) above, 2 CFR 200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 4. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are let, to make affirmative steps listed in paragraphs (1) through (5) of this section.

Will you be subcontracting any of your work under this award if you are successful?

YES _____ OR NO _____

If yes, do you agree to comply with the following federal requirements? If you answered yes to the above, failure to answer yes below will render your proposal non-responsive and it will not be considered.

YES _____ OR NO _____

FOR CONSTRUCTION OR PUBLIC WORKS PROJECTS:

(P) Copeland Anti-Kickback Act

Pursuant to Federal Rule (O) above, when federal funds are expended by BISD for construction or repair, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

Does your company comply with (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) as it applies to this contract?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

(Q) Davis-Bacon Act

Pursuant to Federal Rule (P) above, when federal funds are expended by BISD for construction or repair, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations (29 CFR Part 5) for construction contracts in excess of \$2,000.

Does your company comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations (29 CFR Part 5) for construction contracts in excess of \$2,000, commonly known as the Davis-Bacon Act for establishing Prevailing Wage Rates, as it applies to this contract?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

(R) Contract Work Hours and Safety Standards Act

Pursuant to Federal Rule (Q) above, when federal funds are expended by BISD for construction or repair, BISD requires that the Proposer certify that during the term of an award by the BISD resulting for this procurement process the Proposer will be in compliance with mandatory standards and policies relating to 40 U.S.C. 327-330 Sections 103 and 107 as supplemented by Department of Labor regulations (29 CFR Part 5) for construction contracts in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers

Does your company comply with 40 U.S.C. 327-330 Sections 103 and 107 as supplemented by Department of Labor regulations (29 CFR Part 5) for construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers as it applies to this contract?

If you do not answer yes, the District is prohibited from contracting with the Proposer.

YES _____ OR NO _____

Proposer’s signature below affirms that they are authorized to answer the questions in this section entitled, **“Required Federal contract provisions of Federal Regulations for Contracts for contracts with Birdville ISD (BISD)”** for the proposing company.

Company Name:

Print name of authorized representative:

Signature of authorized representative:

Date: _____

**SECTION V
BIRDVILLE INDEPENDENT SCHOOL DISTRICT
STANDARD TERMS AND CONDITIONS**

The words “bids,” “request for proposals,” “quotes,” “RFPs,” “RFCSPs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all procurement types to which they are attached. The term Proposer, contractor or firm means each Proposer chosen for award by Birdville ISD.

These Standard Terms and Conditions are part of the final contract and part of the terms and conditions of each purchase order issued in connection with this solicitation.

1. **INDEPENDENT PROPOSER** - Proposer shall operate hereunder as an independent Proposer and not as an officer, agent, servant or employee of Birdville ISD. Proposer shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, Proposers, subcontractors and consultants.
2. **ASSIGNMENT** - The Proposer shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Birdville ISD. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the School District.
3. **CONFLICT OF INTEREST** – The Proposer covenants and agrees that Proposer and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the School District shall have a financial interest, direct or indirect, in any contract with the BIRD, or be financially interested, directly or indirectly, in the sale to the School District of any land, materials, supplies or services, except on behalf of the BIRD or in compliance with the provisions of the Birdville ISD Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the School District.
4. **SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
6. **GRATUITIES** - The District may, by written notice to the Proposer, cancel this RFCSP without liability to Proposer if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any Board Member, officer, or employee of the Birdville ISD with a view toward securing a RFCSP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.
7. **JURISDICTION** - The Purchase Order(s) resulting from this RFCSP shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

8. **COMPLIANCE WITH LAWS** – Proposer shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, including, if applicable, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this contract, Proposer shall maintain all required licenses, certifications, permits and any other documentation necessary to perform this Agreement. When required or requested by Birdville ISD, Proposer shall furnish proof of Proposer’s compliance with this provision.
9. **EQUAL OPPORTUNITY** – It is the policy of Birdville ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Proposer agrees not to discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or matter directly or indirectly related to employment, because of age (except where based on bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Proposer further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the agreement.
10. **MINORITY & WOMEN’S BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB) AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION** – Birdville ISD encourages the use of MWBE, HUB and SBE as prime and subcontractors. However, these entities must meet the same minimum standards and requirements of the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as MWBE, HUB or SBE participants. Proposers shall indicate on their submitted proposals whether or not they are WMBE, HUB or SBE Proposer and whom they are certified e.g. City, State, and Federal. Complete the enclosed HUB Certification and provide a copy of the certificate(s) with the proposal. Please note that Birdville ISD does not have any percentage of participation or a disparity study completed.
11. **SAFETY** – Proposers, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services under this Agreement, including without limitation, those promulgated by Birdville ISD and by the Occupational Safety and Health Administration (OSHA). All items must meet all applicable OSHA standards and regulations and all electrical items must bear appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Proposer shall comply with all other safety guidelines and standards as required by Birdville ISD. Proposer shall indemnify and hold Birdville ISD, harmless from all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of Proposer’s obligations under this provision.
12. **MATERIAL SAFETY DATA SHEET** – Proposer must provide, at no cost, at least one copy of any applicable Manufacturer’s Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS required.
13. **RECYCLED MATERIALS** – Texas state law requires that a purchasing preference be given to any product made from recycled material if it meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled material, identify the item number and report the percent of the recycled material in the product and the percent of the post-consumer material used in the product. “Post-consumer” means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste prior to sale. In addition, identify any products that meet the criteria of “Environmentally Sensitive.”
14. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

15. **NON-APPROPRIATION CLAUSE** – In accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts, the Proposer recognizes that the continuation of any contract after the close of any given fiscal year of the School District, which fiscal year ends on June 30 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.
16. **PROPOSER TO PACKAGE GOODS** - Proposer will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Proposer's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Proposer shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. District's count or weight shall be final and conclusive on shipments not accompanied by packing list.
17. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship To."
18. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Birdville ISD until the School District actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
19. **FORCE MAJEURE** - Neither Proposer nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFCSP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFCSP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFCSP.
20. **RIGHT OF INSPECTION** - BISSD shall have the right to inspect the goods upon deliver before accepting them. Proposer shall be responsible for all charges for the return to Proposer of any goods rejected as being nonconforming under the specifications.
21. **RIGHT TO AUDIT** - Proposer agrees that the BISSD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Proposer involving transactions relating to this Contract. Proposer agrees that the School District shall have access, during normal working hours, to all necessary Proposer facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The BISSD shall give Proposer reasonable advance notice of intended audits.

22. **PRODUCT GUARANTEE** - Proposer guarantees equipment or product offered will meet or exceed specifications identified in this proposal invitation. The Proposer shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the District. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Proposer shall, upon written request from the District, promptly remove such equipment or product without any further expense to the District.
23. **GEOGRAPHIC PREFERENCE** – Birdville ISD may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the school district give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and the quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Proposer and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by Birdville ISD, in a Child Nutrition Program. See Texas GOV'T Code 2252.001-.004; 2 C.F.R 200.319.
24. **COPYRIGHT** – All contracts paid from State or Federal grants administered by a State or Federal agency must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State or Federal agency pursuant to the provisions in 2 CFR 200.315, title to intangible property vents the Birdville ISD, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Proposer agrees to protect Birdville ISD, from any claim involving infringement of patents or copyrights.
25. **PRICE WARRANTY** - The price to be paid by the BISD shall be that contained in Proposer's proposal, which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to Proposer's current prices on orders by others, or in the alternative upon School District's option, BISD shall have the right to cancel this contract without liability to Proposer for breach or for Proposer's actual expense.
26. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
27. **INDEMNIFICATION** – **Proposer does hereby agree to waive all claims, release, indemnify and both hold harmless the School District, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Proposer, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Proposer is legally liable, arising out of or in connection with the performance of this contract, and Proposer will at its own cost and expense defend and protect the School District against any and all such claims and demands.**

28. **NON-DISCRIMINATION** - Proposer shall not discriminate against any employee or applicant for employment of Proposer or of the School District because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Proposer shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
29. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Proposer warrants that it, and any and all of its subcontractors, will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Proposer or any of its subcontractors. **Proposer warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the School District harmless against any claims or allegations asserted by third parties or subcontractors against School District arising out of Proposer's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
30. **DRUG POLICY** - All BISD property and facilities are a "drug-free zone." No one may use, consume, carry, transport, or exchange tobacco, cigarettes or illegal drugs while in a School District building or while on School District property. The responding company and its employees shall adhere to this policy.
31. **TERMINATION FOR DEFAULT** - BISD reserves the right to terminate the contract without prior notice in the event the Proposer defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the proposal specifications. In the event of termination the School District reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the proposal to the next lowest responsible Proposer. Any such act by the School District shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to the School District of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Proposer hereunder, Proposer shall be liable for and shall reimburse the School District for such excess. Proposers shall, for this purpose, keep their proposals open and prices fixed for a period of 90 days following the award of this proposal.
32. **TERMINATION WITHOUT CAUSE** - BISD shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Proposer shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. BISD shall pay the Proposer, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
33. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with School District or Proposer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either School District or Proposer.
34. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

HALTOM HIGH SCHOOL
5501 Haltom Road
Haltom City TX 76137

RICHLAND HIGH SCHOOL
5201 Holiday Lane E.
North Richland Hills TX 76180

BIRDVILLE HIGH SCHOOL
9100 Mid Cities Blvd.
North Richland Hills TX 76180

SHANNON HIGH SCHOOL
6010 Walker Street
Haltom City TX 76117

HALTOM MIDDLE SCHOOL
5000 Hires Lane
Haltom City TX 76117

NORTH RICHLAND MIDDLE SCHOOL
4800 Rufe Snow Drive
North Richland Hills TX 76180

RICHLAND MIDDLE SCHOOL
7400 Hovenkamp
Richland Hills TX 76118

NORTH OAKS MIDDLE SCHOOL
4800 Jordan Park Drive
Haltom City TX 76117

WATAUGA MIDDLE SCHOOL
6300 Maurie Drive
Watauga TX 76148

SMITHFIELD MIDDLE SCHOOL
8400 Main Street
North Richland Hills TX 76182

NORTH RIDGE MIDDLE SCHOOL
7332 Douglas Lane
North Richland Hills TX 76180

BIRDVILLE ELEMENTARY SCHOOL
3126 Bewley Street
Haltom City TX 76117

DAVID E. SMITH ELEMENTARY SCHOOL
3701 N. Haltom Road
Haltom City TX 76117

W. T. FRANCISCO ELEMENTARY SCHOOL
3701 Layton Ave.
Haltom City TX 76117

JACK C. BINION ELEMENTARY SCHOOL
7400 Glenview Drive
Richland Hills TX 76118

A. MULLENDORE ELEMENTARY SCHOOL
4100 Flory Street
North Richland Hills TX 76180

RICHLAND ELEMENTARY SCHOOL
3250 Scruggs Park Drive
Richland Hills TX 76118

SMITHFIELD ELEMENTARY SCHOOL
6724 Smithfield Road
North Richland Hills TX 76182

SNOW HEIGHTS ELEMENTARY SCHOOL
4801 Vance Road
North Richland Hills TX 76180

SOUTH BIRDVILLE ELEMENTARY SCHOOL
2600 Solona
Haltom City TX 76117

O. H. STOWE ELEMENTARY SCHOOL
4201 Rita
Haltom City TX 76117

THE ACADEMY AT WEST BIRDVILLE
3001 Layton Ave.
Haltom City TX 76117

HOLIDAY HEIGHTS ELEMENTARY SCHOOL
5221 Susan Lee Lane
North Richland Hills TX 76180

WATAUGA ELEMENTARY SCHOOL
5937 Whitley Road
Watauga TX 76148

GRACE E. HARDEMAN ELEMENTARY SCHOOL
6100 Whispering Lane
Watauga TX 76148

W. A. PORTER ELEMENTARY SCHOOL
2750 Prestondale Drive
Hurst TX 76053

THE ACADEMY AT CARRIE F. THOMAS
8200 O'Brian Way
North Richland Hills TX 76180

FOSTER VILLAGE ELEMENTARY SCHOOL
6800 Springdale Lane
North Richland Hills TX 76182

NORTH RIDGE ELEMENTARY SCHOOL
7331 Holiday Lane
North Richland Hills TX 76180

JOHN D. SPICER ELEMENTARY SCHOOL
4300 Estes Park Road
Haltom City TX 76137

GREEN VALLEY ELEMENTARY SCHOOL
7900 Smithfield Road
North Richland Hills TX 76182

WALKER CREEK ELEMENTARY SCHOOL
8780 Bridge Street
North Richland Hills TX 76180



BIRDVILLE ISD

2017-2018 School Calendar

July 2017						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- Holiday/Spring Break
- Student Holiday/Teacher Work Day
- Student Half Day
- Student Holiday/Professional Learning
- Staff Make Up Day
- Student Half Day/Teacher Planning

- First/Last Day of School
- Graduation Day
- Flex Day

- Reporting Periods**
-
- Aug. 21 - Sept. 29 **Fall Semester**
 - Oct. 2 - Nov. 10
 - Nov. 13 - Jan 12

 - Jan. 15 - Feb. 23 **Spring Semester**
 - Feb. 26 - Apr. 13
 - Apr. 16 - May 31

Approved 12/8/2016