

HARLAN COUNTY PUBLIC SCHOOLS
251 BALL PARK ROAD
HARLAN, KENTUCKY 40831

INVITATION TO BID

The Harlan County Board of Education will receive sealed bids in the office of Superintendent of Harlan County Schools, **May 22, 2012** until 2:30 p.m. for Beverages, Bread/Baked Goods, Condiments, Dairy, Fruits & Fruit Juices, Grains, Meats, Spices, Vegetables & Vegetable Juices, Cleaning Supplies and Paper Supplies for the bid period of **July 1, 2012 through December 31, 2012**. Specifications, bid forms and special conditions of bidding may be by contacting Evelyn Sargent, School Food Service Acting Director, at the Harlan County Board of Education, Administrative Office Building, 251 Ball Park Road, Harlan, Kentucky 40831-1756. Bids to receive consideration must be received by 2:30 p.m. in the Food Service office prior to the designated time in this invitation and none will be received or accepted thereafter. The Harlan County Board of Education reserves the right to make an award to an individual vendor (by each item, by groups of items, or for all items to be bid) and to reject any and all bids in whole or in part if in its judgment the best interests of schools to be served. The Harlan County Board of Education reserves the right to waive informalities in bids received where such acceptance, rejection, or waiver is considered to be in the best interest of the board. The lowest and/or best bidders will be designated for contract purposes subject to final agreement between the two parties (Harlan County Board of Education and designated distributors).

By: _____
Timothy Saylor, Superintendent

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability”

“To file a complaint of discrimination write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.”

The computer program that we are now using will not allow us to pick the product category to send to each vendor. Enclosed you will find the pages that pertain to your company. There may be items on each page that you will not bid on. This problem has been put before the computer programmers for correction. Please accept our apologies for the additional pages and we hope that before next bid period that the computer programmers will have this problem corrected.

**NUTRITIONAL
ANALYSIS
FACT SHEETS
AND
CN LABELS
ARE TO BE RETURNED
WITH THIS BID
ON ALL FOOD ITEMS**

If you would like to receive our bid electronically through email please include an email account. This will give you a few extra days to fill out the information requested.

SCHOOL & COMMUNITY NUTRITION
GENERAL REQUIREMENTS AND SPECIAL CONDITIONS DOCUMENTS
OF BIDDING ON BEVERAGES, BREADS/BAKED GOODS, CONDIMENTS,
DAIRY, FRUITS & FRUIT JUICES, GRAINS, MEATS,
SPICES AND VEGETABLES & VEGETABLE JUICES

INVITATION FOR PRICES: You are invited to submit a sealed bid on furnishing any or all items listed on this Invitation to Bid to be furnished to various schools and school food service office in the Central Office as per terms and conditions set forth in this proposal.

Sealed bids will be received in the Harlan County Board Office, 251 Ball Park Road, Harlan, Kentucky 40831-1756; Phone: (606) 573-4330, until the date and hour shown on Invitation to Bid, at which time the bids will be publicly opened.

The lowest and/or best bidders will be designated for contract purposes subject to a final agreement between the two parties (Harlan County Board of Education and the designated distributors).

PURPOSE: This invitation is an effort to establish uniformity in the procurement of Beverages, Bread/Baked Goods, Condiments, Dairy & Dairy Products, Fruit & Fruit Juices, Grain Products, Meats, Milk, Spices, Vegetables & Vegetable Juices, Cleaning Supplies and Paper Supplies in various elementary and high schools and central office in the Harlan County School District. The Harlan County School & Community Nutrition Auditing Committee will analyze the bids for the lowest and/or best bids and the individual school and school & community nutrition office in the central office will purchase on an individual basis after the bid is awarded by the Harlan County Board of Education.

CORRECTIONS OF MISTAKES ON THIS BID FORM: Erasures or the use of correction fluid on bid forms is not acceptable and may result in rejection of the bid. Prior to submission or opening, errors may be crossed out, corrections entered, and then initialed by the person signing the bid. No bid shall be altered or amended after the specified time for opening.

GRADE: Grade as specified and as defined by the United States Department of Agriculture's latest specifications should apply. All canned goods furnished shall be latest season's pack.

EXCLUSIVITY: Harlan County Board of Education affiliates agree to use the designated contract distributors as an exclusive source of the various items as listed Herein; the only anticipated exceptions might be in time of emergency.

ACCEPTANCE OF BIDS: The Harlan County Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any informality in bids received where such acceptance, rejection or waiver is considered to be the best interest of the Board of Education. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder is qualified to carry out the details of the contract.

BID DOCUMENTS: Bid forms are provided with this Invitation to Bid. All proposals must be submitted on the “Bid Form”. Copies of the bid should be retained by the bidder.

OR EQUAL CLAUSE: (1) Whenever in any of the contract documents, an article, materials, or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term “or equal”, if not inserted, is implied.

(2) The use of a specific article or manufacturer’s name shall be construed as indicating the type of equipment, design, general construed as limiting or excluding any manufacturer’s product offered “as equal”, the bidder shall furnish, if requested, and at no cost to the schools, such evidence and documentary proof including full size samples for testing and inspection as is necessary to establish his claim and indicate the quality of his product.

CN ANALYSIS SHEETS ON MEAT BIDS: CN analysis sheets are required on all meat items at the time of submitting bids. It is the bidder’s responsibility to insure that current CN analysis sheets are submitted with the bid.

NUTRIENT ANALYSIS FACT SHEETS: Nutrient analysis sheets are required on all items at the time of submitting bids. It must have serving size in practical measures, such as cups, ounces, etc. and must be legible and readable.

BRAND NAMES: The manufacturer’s name and catalog number must be given in the column provided for “Brand or Trade Name”. If bidder fails to indicate brand or trade name, where requested the item may be disqualified. CN label will be given preference over price.

PERFORMANCE BOND: The Harlan County Board of Education reserves the right to determine the ability of any bidder to perform and any bidder shall, upon request of the Board furnish such information as may be necessary to determine such ability, including performance bond, if requested.

EXCUSE FOR NON-PERFORMANCE: The successful vendor(s) shall be excused from performing herewith during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way by fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials products, plant or facilities by the government, when satisfactory evidence therefore is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

210.21-14; BUY AMERICAN PROVISION

January 23, 2002

All State Directors
National School Lunch Program (NSLP)
School Breakfast Program (SBP)
Southeast Region

This Policy rescinds 210.21-08 “Buy American Requirement”.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Regulations implementing these requirements were published on September 20, 1999. Nevertheless, the domestic food industry continues to express concerns that program funds are being used to purchase foreign agricultural products. In response to this concern, report language accompanying the Agriculture Appropriations Act for Fiscal Year 2002 requires the Department to report to Congress on its activities directed toward enforcing the Buy American provision. Therefore, we are writing this memo to reiterate the requirement of the “Buy American” provision of the law.

Given the importance that Congress attaches to the “buy American” provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specification to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just too Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

CHARLIE SIMMONS
Regional Director
Special Nutrition Programs

BREAD ORDERS: When bread is ordered by sufficient time and/or request by vendor for placement of order and delivery date and/or amount is not met by vendor, then vendor shall pay the cost of securing bread and/or bakery products from an emergency source.

Schools shall not be responsible for orders placed for delivery dates and ample time is given for cancellation purposes due to weather conditions, dismissal of school, and etc.

No bread is to be picked up from a retail establishment and left for use by the schools. All bread and/or bakery products shall be of good expiration date.

Bread must be delivered daily with the exception of days which bakery is closed.

ONE BID: Submit only one brand and one price per bid item. Do not submit two brands or two prices or alternate brands or prices on any bid item. All prices submitted shall include freight, shipping and handling charges per item delivered per school as ordered.

PRODUCT EVALUATION: Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods (use, application, storage, handling, and delivery). The decision concerning the satisfactory use and performance of any item on this bid shall be that of the School Food Purchasing Committee Chairman.

A vendor submitting a bid on grade quality below requested specifications will be rejected. CN labels will be given preference over price.

Bidders shall submit product fact sheets (nutrient analysis sheets) on all items quoting bid prices on.

ESTIMATED AMOUNT: Does not indicate that the County Board will take that amount of items. The estimated amount means the items ordered may be greater or less than the amount listed. There is no specific amount of items listed that will be ordered. The amount ordered will be determined by each school as needed and will be ordered by the Lunchroom Manager. The school and/or central office shall order by the case or per unit and shall be delivered by the vendor as ordered.

CN LABELS: Specify bid item number on the CN labels being submitted with the bid.

BIDDING PER ITEM: Vendor is to submit one bid and one brand per bid item. Freight charges shall be included in the cost per item being delivered to the school and/or central office. Estimated approximate amount (more or less column) in the Bid Specification sheets shall be intended to mean that the school and/or central office shall order by the case or per unit and shall be delivered by vendor as ordered.

ALL OR NOTHING: A bid may be considered for all or nothing but all vendors submitting a bid will be evaluated on the best product, price, conditions set by vendor and conditions set by

Harlan County Public Schools. This is not to say that an all or nothing bid will be accepted if the evaluating committee prefers a line item bid with companies willing to do a line item bid. If an all or nothing bid is accepted there shall be no increase on prices at any time during the bid period. Substitutions if made have to be of better or equal quality. Milk, bread and buns shall be excluded from the “all or nothing” bid because of it being a fresh item and delivered daily.

No set dollar amount will have to be ordered in order for an order to be placed or received unless agreed upon by the school food service director and bidding company.

FIRM PRICES: The unit prices on this bid shall be firm prices for the period and quantities specified in the invitation without consideration of rebates. If the item does qualify for a rebate please include the amount of the rebate.

All bid prices must include transportation and delivery to any school in the district without minimum requirements.

SPECIFICATIONS: Specifications are attached and are a part of this proposal. All material of services furnished must be in conformity with the specifications and will be subject to inspection and approval of the purchasing agent after delivery.

The right is reserved to reject and return, at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. No deviation or change of any kind will be permitted on the bid form as only items meeting the requirements are to be quoted on the bid form.

ORDERING AND DELIVERY: Vendors are expected to make arrangements with each school for taking orders. The successful bidder(s) will be expected to deliver the item on which they are awarded contracts, to all the schools in proper receptacles.

No items are to be delivered to any school without prior approval of the school food service director. **ITEMS THAT ARE DELIVERED IN ERROR ARE TO BE PICKED UP IN 10 DAYS, AND CREDIT ISSUED IMMEDIATELY. SCHOOL WILL NOT BE RESPONSIBLE FOR LOSS OR SPOILAGE.** Deliveries will be made at least once a week or at other regular intervals agreeable to the individual schools during the contract period.

It is understood that the bidder agrees to deliver with all transportation charges including all items on which bids are accepted, to the addresses indicated in this proposal. **ALL COST OF DELIVERY, HAULAGE, FREIGHT OR FOR THE PACKING OF SAID ARTICLES ARE TO BE BORNE BY THE BIDDER.**

All items purchased must be delivered within seven (7) days from receipt of order from the individual school. **IF A VENDOR CANNOT DELIVER ITEMS ORDERED WITHIN SEVEN (7) DAYS THE SCHOOLS MAY SECURE THE ITEMS FROM ALTERNATE SOURCES.**

Delivery vehicle requirements: Delivery temperature of frozen and chilled food shall be in accord with the AFDOUS Code as recommended by the Food & Drug Administration (Federal).

Contractors must have adequate delivery vehicles as follows:

- Van trucks for delivery of dry groceries and refrigerated trucks for deliveries of refrigerated items;

- Dual compartment trucks for combined deliveries of dry groceries and refrigerated items; or

- Single compartment refrigerated trucks (OF) for separate or integrated deliveries of dry groceries and refrigerated items.

FREQUENCY OF DELIVERIES: Deliveries to schools shall be made weekly on a day of the distributor's choice. Schedules shall be submitted to the individual schools for approval and shall remain consistent from week to week.

DELIVERY TIMES: Deliveries shall be made between the hours of 6:30 a.m. and 2:00 p.m. unless special arrangements are made in advance. Deliveries shall be made Mondays through Fridays, except school holidays, or snow closing days.

School food service managers will be requested to arrange a flexible work schedule so that a receiver will be on duty on days when foods are scheduled for delivery after cafeteria hours (but prior to 2:30 p.m.)

BIDS: BUSINESSES THAT FAIL TO RESPOND TO INVITATION TO BIDS OR NOTICES OF AVAILABILITY ON TWO (2) CONSECUTIVE PROCUREMENTS OF SIMILAR ITEMS MAY BE REMOVED FROM THE APPLICABLE BIDDER MAILING LIST.

Tabulations will be made by the School Food Service Office and evaluations will be made by representatives from area schools and the school food service office.

DELIVERY DROP AREA: Drivers and helpers shall deliver merchandise into designated staging areas at each school.

Drivers and helpers shall request the authorized school receiver or the designated representative to verify accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket must be receipted (signed) by a designated school receiver. Variations from the norm, i.e. shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver.

SPECIAL DELIVERIES: Special or intermediate deliveries will be required only if a contractor fails to deliver a product in stock, in which case the contractor shall make a delivery within 24 hours if so requested by the school. **NO EXTRA CHARGES WILL BE ASSESSED.**

Telephone orders or changes may be arranged with individual schools at the discretion of each school. A purchase order is to be provided by all schools when placing order in person or by phone before making purchases.

PAYMENTS: Payments are made by invoices and invoices are to be itemized and must be in duplicate. Each statement shall include a summary of delivery tickets (invoices) for the period. Each referenced ticket shall be listed in numerical sequence and show the total number of cases, bags, charges, etc.

STANDARD CONDITIONS: This bid is subject to all of the provisions of the State statutes, and any revision thereto.

Vendors and contractors providing services under this Invitation for Bid herewith assure the Harlan County Board of Education that they are conforming to the provision of the Civil Rights Act of 1964, as amended, as well as the statutes of the State's Fair Employment Act as amended.

CERTIFICATE OF COMPLIANCE

Depending upon the size of the contract, certification of compliance with provisions of the following Acts should be included in the standard terms and conditions of the Notice Inviting Bids: Energy Policy and Conservation Act (PL-163); Provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder; Provisions of the *Fairs Labor Standards Act*.

Contracts in excess of \$20,000; Executive Order 11246, *An Equal Employment Opportunity*, as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).

Contracts in excess of \$100,000: 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 117389 and Environmental Protection Agency regulations (40 CFR part 15)

Contracts involving research, developmental, or experimental work: The requirements established in USDA regulation, 7 CFR 3015.175 concerning USDA rights to copyrights, *patent rights* and rights to data and reporting of discoveries and inventions.

State Sales and Usage Tax Certificate of Exemption form will be issued upon request.

Deliveries against this proposal must be free of excise or transportation taxes. Excise tax exemption registration number may be used when required.

Modifications, addition, or changes to the terms and conditions of this Invitation for Bid may be a cause for rejection of your bid. All bids must be entered on the official forms. Bidders who attach or submit bids on their own company forms may be rejected.

This purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the state.

By my signature on the face of this bid, I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid

for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand collusive bidding is a violation of the Kentucky Governmental Frauds Act and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

“Prohibition Against Conflicts of Interest, Gratuities and Kickbacks”

Any employee or any official of the Harlan County Board of Education, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of businesses, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Boards of Education shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5,000) or by imprisonment in the penitentiary for not more than ten (10) years, or both fined and imprisoned by the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or any other thing of value, as and inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Boards of Education, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000) or by imprisonment in the penitentiary for not more than ten (10) years, or both so fined and imprisoned by the discretion of the jury.

FAILING TO DELIVER ITEMS ON BID: If a company cannot deliver food items for which they have on bid, give a substitute of like item or equal too, said company will be liable for the difference to be paid to the purchaser.

SPECIAL NOTICE: A CUMULATIVE TOTAL OF ALL ITEMS PURCHASED SHALL BE KEPT BY THE VENDOR FOR EACH SCHOOL BY THE MONTH AND WILL FURNISH THE SCHOOL DISTRICT’S SCHOOL FOOD SERVICE DIRECTOR’S OFFICE A COMBINED REPORT OF EACH SCHOOL’S PURCHASES BY ITEM FOR THE MONTH AND FOR COMBINED CUMULATIVE TOTALS FOR ENTIRE BID PERIOD FOR ALL SCHOOLS IN THE DISTRICT ON ALL ITEMS THAT IS BID AND NOT ON BID.

LIMITATIONS: To be realistic, product identifications (specifications) are limited to requirements which can be verified on delivery. For example: “U.S.”. Grades are generally not specified unless there is a grade shield on the container or the product is accompanied by an inspection certificate.

PRODUCT PROTECTION GUARANTEES: School districts have “automatic” product protection recourse against suppliers for products which are misrepresented. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. If a contract distributor is the first and original packer, he then becomes the last line of recourse in the chain. Contract distributors are expected to take immediate action to correct any situation in which product integrity is violated.

APPROVED BRANDS: If the “Approved Brand” spaces on the Product List are not filled then this indicates that:

- a. A product identification is in itself sufficient, as in the case of certain generic items such as meats; or
- b. Blanket approval has been given to any one of several brands which are shown in the Manual, Section IV-b; OR
- c. An item which is packed in accord with U.S. minimum standards or identity (i.e., black pepper) is acceptable.

When the letter “N” is shown by an item on a Product List this indicates that a brand has not been entered in accord with one of the foregoing reasons. When the letter “E” appears, this indicates that an approved brand or preference will perhaps be specified.

“OTHER BRANDS”: A supplier may petition for the acceptance of a brand or product not on the approved list. However, petitions should be made well in advance of the issuing of bid invitations. The acceptance of brands or products not on the approved list is subject to school testing, sometimes under cafeteria conditions. “Other Brands” cannot be approved once a bid document has been issued, unless all bidders are notified.

UNACCEPTABLE BRANDS: A buyer may specifically designate any brand as unacceptable even if blanket approval is inferred. This is done by stating that “X” brand is unacceptable.

BRAND “QUOTING ON”: A bidder should enter the brand “quoting on” in the appropriate space. Bids may be rejected if brands are entered which have not been previously approved. Brands should include the color code where applicable, or if not applicable, the item code number which shows on the master carton, i.e., Monarch Blue or Butoni 1105.

UNITS OF PURCHASE: Whenever wholesale units of purchase are standardized, i.e., 6/#10, the unit is specified accordingly. However, some units of pack vary from one packer to another. For example, one packer might pack 92 identical portions to a master carton and another 96. In such instances, it is necessary to specify the purchase units in other terms, i.e., pounds, each, 100’s, 1000’s, etc., instead of by the case. Some high value items may be offered by the “box” rather than the case (master carton). Thus, the unit of purchase might be the box, particularly when the number of boxes per master carton (case) might vary from one packer to another.

When a bidder wishes to quote a reasonable size which is different than the unit specified, he may quote “his” size but the total quantity has to be equal. For example, if the bid requires 500/1lb. Packages and bidder wants to quote on 12 ounce packages, he must submit a price on 8,000 ounces (500x16) or 667 packages (12oz).

ORDER FORMS: Contract distributors are to provide order forms to school districts for placing orders. Order forms shall be compatible with a distributor's computer or manual order processing system. In so far as practical, order forms should also be compatible with the item numbers and product identifications as used by a school district. If mutually agreeable to both parties, orders can be transmitted directly to a distributor's computer through telephone-related hardware furnished by the distributor.

MEAT AND POULTRY INSPECTION: It is not necessary to specify that meats "must be government inspected" because all meat and poultry products packed for human consumption are inspected for wholesomeness by either State or Federal authorities. Only meats shipped in interstate commerce or imported must be federally inspected. Meat carcasses, except poultry, bare a seal that the product comes from an inspected plant. Boxes of a cut-up or further processed meat, from either Federal or State inspected plants, must also bare the seals.

MEAT GRADES: School districts purchase very little meats which are visibly identified by USDA Grades. The reason for this is that meat grades are shown only on wholesale cuts or boxes containing wholesale cuts. The only time USDA Grades are specified is when a grade stamp can be seen on cuts or boxes on delivery.

IMPS: Institutional Meat Purchase Specifications (IMPS) are commonly used in school lunch purchasing and, in so far as practical; these numbers should show on wholesale cartons. If not, however, a packer must certify to the distributor and/or user that the product meets the IMP specifications. Most meat items such as fresh beef, lamb, pork and veal; products which are cured; edible by-products; and sausage are packed according to Institutional Meat Purchase Specifications. These specifications standardize various fresh meat cuts or combination products for the purposes of trade identification as to how they are cut, trimmed, ground, mixed, blended and the state of refrigeration required, i.e., chilled or frozen. IMP specifications are designated by numbers which have a very specific meaning in identifying the product.

POULTRY GRADES: Poultry products must be USDA Grade A, except as indicated otherwise, herein. The USDA Grade must be identified by a shield on the carton. Plant Grade A may be acceptable, but only after a contract is let, if the products come from a plant with good quality control and passes the school district's kitchen test.

BREADING OF MEAT AND POULTRY PRODUCTS: Specifications as listed herein: for meat and poultry require 25 percent breading at time of pack. Federal regulations require that breading (for meat and poultry) cannot exceed 30 percent without modifying the name of the product. Packers of breaded meat and poultry products normally will certify that breading at time of pack will range between 24 and 28 percent. Thus 25 percent means "nominal". Successful bidders are required to furnish dated certificates from packers showing the packer's specifications on range of breading.

"CHICKEN-FRIED": This term refers to the method of cooking, indicating that the product is breaded, battered and cooked in deep fat similar to breaded chicken.

EGG GRADING: Fresh eggs must be USDA Grade A, except as may be noted herein. The USDA Grade must be indicated by a shield on the carton. Plant Grade A eggs may be acceptable, but only after a contract is let, and provided that the school service supervisor is assured that a packer has acceptable quality control. Plant “Grade A” eggs are judged by the same standards as USDA Grade A and when a supplier labels his eggs “Grade Q”, they must meet the USDA “Grade A” standards by State law.

FISH INSPECTIONS AND GRADING: Raw fish as specified herein must bare the PUFI (Packed Under Federal Inspection) Shield. Breaded products must bare either a PUFI or USDC (Department of Commerce) Grade Shield. See Table A-1. Exceptions are as follows:

- a. Raw fresh-water fish (i.e., catfish) which are not normally packed under Federal Inspection are exempt.
- b. Packers of breaded fresh-water fish must provide a certificate to show that their breeding specifications conform to the requirements of the school district.

RAW OR COOKED: Meats, poultry and seafood are deemed to be raw (uncooked) unless the term “cooked” is used. The term “cooked” implies “fully” cooked unless a lesser degree of doneness is specified.

VEGETABLE PROTEIN PRODUCTS: The use of vegetable proteins (VPP), or meat extenders in general, has been authorized in the National School Lunch Program under conditions of the FNS Notice 219 since 1971. The moisture limitation restricted the VPP water ration to 1:1.5. As a practical matter, most VPP was in the form of soy protein because the soy concentrate and isolate require additional water for proper functioning and flavor. Control was based on the moisture content of 60-65% by weight of the hydrated form with a maximum extension of uncooked meat, poultry or fish not to exceed 30% by weight. Specific vitamin/mineral ration fortification based on a gram of protein has also been required.

Last year FNS proposed and finalized a regulation to replace notice 219. The original effective date is February 1984. Until then products may be produced under either Notice 219 or the new VPP regulations.

The new program discards the moisture and hydration limitations. For control, the fully hydrated VPP must be no less than 18% protein by weight. This broadens the processor’s choice of VPP from soy flour at 50% protein and isolates around 85-90% protein. The nutrient profile (level of essential nutrients per gram of protein) is more comprehensive than the fortification levels of Notice 219. Continued is the restriction of 30% extension, i.e., a minimum of 70% meat.

Sometimes the term “raw” might be used superfluously to accentuate the point.

Each of these three protein levels contribute slightly different flavor characteristics, thus it is impractical to specify to a processor that a product contain “X” amount of VPP. A more practical approach is to specify the minimum percentage of meat, i.e., 70% beef (meaning that the extension is 30%, the maximum allowed) or 80% beef. Several manufacturers suggest that

the most economical level from the nutritional point of view is adding at a level of approximately 25%. Labeling should be done according to the VPP manufacturer's instructions.

Meat products containing VPP for use in the School Lunch Program may be labeled in two ways. The CN (Child Nutrition) label tells how the product can be credited in a meal to meet the requirements for reimbursement in the Child Nutrition Program. Other non CN labeled products must be accompanied by dated and signed certificate from the manufacturer stating the amount of lean meat/meat alternate equivalent for Type A School Lunch Requirements.

A more detailed discussion of this subject is available in the USDA (FNS) Soy Protein Council brochure entitled, 'Vegetable Protein Products in Child Nutrition Programs'.

IQF: The term "Individually Quick Frozen" or IQF essentially means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a freezer tunnel, either by air blast, nitrogen or carbon dioxide.

CN LABEL: When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food & Nutrition Service (FNS). Accordingly, the label shows the contribution made by a given amount of product toward meal requirements.

"USDA REBATE": This term refers to items produced on "processing contracts" from USDA donated commodities. They cost less than similar items produced from commercial supplies. The savings are passed along to school districts in terms of rebates or discounts, as required by State authorities.

PRODUCT CODE NUMBERS: Bidders are required by the terms of the contract documents to provide packer's product code numbers when bidding items which are either "manufactured", pre-cooked or otherwise lack an easily definable identity. This procedure helps establish more definite product identification with respect to buyer acceptance and distributor performance.

GRADES OF PROCESSED FRUITS AND VEGETABLE: The grades specified herein for fruits, juices and vegetables, refer to "Packer Grades" except as specifically indicated otherwise. To specify USDA Grades is of little value unless a grade shield appears on containers or the product is accompanied by a USDA Grade certificate, which adds to the cost.

Packer Grades, offered by major buying groups, have proven reliable over the years, in that these groups utilized USDA standards. Packer Grades are designated by color codes or brand names as shown on the chart in the manual.

Whereas, the top quality codes (colors and brand names) mean Grade A for vegetables, they may mean Grade B for fruits. This is because commercial Grade A fruits are uncommon. The top grade for fruits is therefore B which is commonly referred to as "choice" and usually bears the same color codes or brand names as Grade A Vegetables.

MINIMUM STANDARDS FOR CANNED PRODUCTS: All canned products must conform to US minimum standard requirements. If not, the supplier (packer) is in violation not only of contracts with the school district, but also with Codes of the Federal Food and Drug Administration and/or the Federal Trade Commission. Three important Federal regulations pertaining to canned foods are listed below for the edification of bidders. These and other Federal State regulations are automatically part of bid requirements.

1. Net Container Quantity-The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of the Federal Food, Drug and Cosmetics Act regarding the individual specifications for standard of fill for that product as prescribed in 21 CFR 100-169.
2. Fill of Containers-All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with Section 401 of the Federal Food, Drug and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR 100-169).
3. Drained Weights-Drained weight of “wet pack” items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act for drained weight as prescribed in the individual specifications of each product in 21 CFR 100-169. Except for whole tomatoes, drained weight is not a factor of USDA Grade. The USDA standards indicated recommended drained weights for certain items, in which case these standards must be met.

PROCUREMENT CLAUSES

ACCESS TO RECORDS: All contracts over \$10,000/7,500, awarded by the SFA, must include a provision to the effect that the SFA, the State agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

PENALTY: The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items on this list-within 48 hours-shall be considered a default.

A successful bidder must have proven (or believable) records of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school district official forms. Bids submitted on company forms may be rejected.

ACCESS TO RECORDS: The Contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years. The District, its authorized agents and/or state or federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the investigation is closed.

EXTENSION: This contract may be extended for a period not to exceed 60 days upon the mutual agreement of both parties and provided that there isn't an escalation of the service fees.

TERMINATION: Contracts may be terminated at any time, on 45 days notice upon the mutual agreement of both parties or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way.

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items on this list-within 48 hours-shall be considered a default.

In case of default by the successful bidder, the school district after due notice (oral or written) may procure the necessary supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal of the bidder from the bid list for the duration of the ensuing year, at the option of school district officials.

ITEM SUBSTITUTIONS: In the event of significant price escalation, a supplier shall be prepared through his school account (sales) representative to offer substitutions at equal or lower cost. If a distributor is temporarily out of stock of a particular item, he may deliver an equal or superior product at an equal or lower price, with prior approval of the district food service supervisor.

However, in all such instances, each substitution should be labeled clearly as such on each invoice with a separate item code. Substitution should exist only in "emergency" situations. Substitutions at higher prices can be made only upon prior approval of the school district food service supervisor.

All substitutions of all items must be of equal or better in quality of product.

Product labels must be submitted by vendor on all products awarded. If labels are color coded to meet certain grade quality of product, please submit label by specification as given in bid.

NEW PRODUCTS: The contract supplier is encouraged to present or demonstrate new items or concepts to the school district food service supervisor. If new products become available during this bid period samples may be requested by the evaluation committee and if approved, added to the current bid. The district reserves the right to add additional items at a later date if they fall within the bid cost parameters.

Samples may be requested by the evaluation committee on items that are being bid to determine the acceptability and quality of said product. See insert for list of samples needed.

All products bid must conform in every respect to the provision of the Federal Food and Drug Act and all of its amendments. Food shall be of the crop of the latest season, prepared in accordance with the best commercial practice under approved sanitary conditions.

The prices quoted shall be the complete delivered price in all cases, as per the unit described according to specifications and on the bid form to each school cafeteria.

Bidders are requested to submit their bids (unit price, brand, grade of each item) on the specifications bid form for the period as specified in the invitation to bid.

Delivery shall be interpreted as meaning that the product shall be placed in the designated storage area as indicated by the individual cafeteria manager; (freezer, refrigerator, dry storage area), by the truck driver of the successful bidder.

All orders shall be taken in person from the successful bidder on the specific day, each week from the school food service director and deliveries shall be made on a specific day within a week between the hours of 6:30 a.m. and 2:30 p.m. In case of emergency and/or severe weather conditions the order may be placed by phone by the bidder calling the school food service director for order. (Amounts ordered and the delivery schedule may be altered by severe weather conditions and emergencies).

Product determined to be damaged, contaminated, unsound, or not meeting specifications will not be accepted and must be replaced at the expense of the successful bidder. Products determined to be damaged or shorted, etc. must be initialed on invoice by both the truck driver and approved school representative.

All deliveries must be accepted and invoices signed by the approved authorized school representative before payment can be made. All invoices are to be dated, have an invoice number, name, address and phone number of vendor, and itemized listing of food items purchased.

No escalating clause will be permitted, and the bid will be for the current school year, effective **July 1, 2012 through December 31, 2012.**

Deliveries will be made each day or at other regular intervals agreeable to the individual schools during the contract period.

There shall be no charges or additional cost for any items on freight, shipping, handling or delivery to site.

There shall be no charges for taxes on any items purchased.

All items listed under cleaning supplies in bid must have a “Right to Know” information sheet in each case delivered to site that meets all Federal Safety Regulations and Workman’s Compensation Laws. This detailed information sheet is to be attached to all cases delivered to site. MSDA sheets must be enclosed with bids submitted.

The milk producer is to provide adequate milk coolers for storage that maintains a 40 degree F temperature or lower and to provide the thermometers for the milk coolers storage to meet the requirement of the State Department of Health.

Milk must be made available daily to all schools by the successful bidder.

Milk must be fresh and is to be delivered from 6:30 a.m. to 2:00 p.m. on delivery date requested by each school.

The amounts ordered and the delivery schedules may be altered by severe weather conditions and emergencies.

Milk determined to be damaged, contaminated, unsound, or not meeting specifications will not be accepted and must be replaced at the expense of milk producer.

PRICE ESCALATIONS OR DE-ESCALATIONS: ALL PRICES SHALL BE FIRM FOR 30 DAYS, AFTER WHICH PRICES FOR MILK CAN ESCALATE OR DE-ESCALATE IN ACCORDANCE WITH CHANGES IN CLASS 1 RAW MILK PRICES AS ANNOUNCED IN THE FEDERAL MILK ORDER NO. _____ (WHICHEVER ONE APPLIES TO YOUR AREA). PRICES PER HALF PINT DELIVERED CAN BE RAISED/LOWERED AT THE RATE OF \$0.001 PER HALF PINT FOR EACH FULL \$0.15 INCREASE/DECREASE IN RAW MILK PER HUNDRED WEIGHT. ANY CHANGES (UP OR DOWN) IN PRICE MUST BE ANNOUNCED TO THE DISTRICT DIRECTOR OF SCHOOL FOOD SERVICE BY THE 15TH OF THE MONTH PRECEDING THE MONTH IN WHICH THE CHANGE WILL OCCUR. ANY CHANGES MUST BE ACCOMPANIED BY A COPY OF THE FEDERAL MILK ORDER AND SUPPLIER MUST SUBMIT CONVERSION CALCULATIONS SHOWING THE MANNER BY WHICH THEY ARRIVED AT THE AMOUNT OF INCREASE/DECREASE.

In the event that a vendor fails to meet the Procurement code of bidding, the Special conditions of bidding, or meeting specifications of any bid items, then the Harlan County Board of Education has the right to take adverse actions against the vendor. A letter of notice will be given to the vendor disallowing the vendor to further participate in the bidding and/or other purchasing of food service items during the remaining of the current bid period. Furthermore, the vendor shall not be permitted to participate in the next bid period.

PLEASE SUBMIT A FIRM BID PRICE AS WELL AS A ESCALATING/ DE-ESCALATING BID PRICE.

Specifications of nutritional requirements, weight and serving size per food item, and package requirements must be followed by bidders in which prices are listed.

All bread and grain products must have a specific expiration date, (month, day and year) for freshness. Day of the week is not sufficient. For example, stating the word Tuesday as the expiration date of freshness. Expiration date of freshness must be on the outside of each individual unit. Do not count the end slices of bread.

In case of default by the successful bidder, the school district after due notice (oral or written) may procure the necessary supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal of the bidder from the bid list for the duration of the ensuing year, at the option of school district officials.

MARK-OUTS: Item(s) cannot be marked out during the bid period due to price changes to the vendor unless it is due to acts of nature (hurricanes, tornados, etc.) that are passed on to the vendor. If at any time an item(s) does change a letter stating the change must be sent to the school food service director and agreed upon prior to changes being made.

The Harlan County Board of Education reserves the right to make an award to individual vendors (by each item, by groups of items, or for all items for the bid) and to reject any and all bids in whole or in part if in its judgment the best interest of schools will be served. The Harlan County Board of Education reserves the right to order any, or part of, or all items bid (more or less, since an estimated approximate amount is listed on bid form) from successful bidder of that item during the period of **July 1, 2012 through December 31, 2012.**

FAILING TO DELIVER ITEMS ON BID-IF A COMPANY CANNOT DELIVER FOOD ITEMS FOR WHICH THEY HAVE ON BID, GIVE A SUBSTITUTE OF LIKE OR BETTER QUALITY ITEM OR EQUAL TO, SAID COMPANY WILL BE LIABLE FOR THE DIFFERENCE TO BE PAID TO THE PURCHASER. IF ITEM SUBSTITUTED DOES NOT MEET SPECIFICAITONS OF BID THEN ITEM WILL BE RETURNED AT VENDORS COST.

I hereby agree to abide by all detailed instructions, and special conditions of bidding as set forth in the bidding on Beverages, Bread & Baked Goods, Condiments, Dairy & Dairy Products, Fruit & Fruit Juices, Grains, Meats, Spices, Vegetables & Vegetable Juices, Cleaning Supplies, and Paper Supplies for the bidding period for the Harlan County School System.

NAME OF BIDDER: _____

COMPANY MANAGER: _____

PERSON HANDLING BID PRICES: _____

SALES REPRESENTATIVE FOR SCHOOLS: _____

ADDRESS OF BIDDER: _____

TELEPHONE: _____ DATE: _____

SIGNATURE: _____

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability”

“To file a complaint of discrimination write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.”

EACH COMPANY MANAGER, PERSON HANDLING BID, AND SALES REPRESENTATIVE SHALL READ COMPLETELY GENERAL REQUIREMENTS, SPECIAL CONDITIONS AND ALL BID SPECIFICATION FORMS BEFORE SUBMITTING A SIGNED, SEALED BID FOR BID OPENING.

PLEASE NOTE ONE (1) COPY OF GENERAL REQUIREMENTS, SPECIAL CONDITIONS DOCUMENTS AND BID SPECIFICATION FORMS MUST BE RETURNED ON ALL ITEMS BID ON.

IF YOU DO NOT WISH TO SUBMIT A BID AT THIS TIME PLEASE SEND A LETTER STATING SUCH FOR OUR FILES.

NON COLLUSION STATEMENT

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder; and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding an any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand any my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.

(Signature)

(Company Position)

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability” . “To file a complaint of discrimination write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer”

CERTIFICATION STATEMENT

BY SIGNATURE BELOW, I CERTIFY ON BEHALF OF THE COMPANY AND ITS KEY EMPLOYEES, THAT NEITHER THE COMPANY NOR ITS KEY EMPLOYEES HAVE BEEN PROPOSED FOR DEBARMENT, DEBARRED OR SUSPENDED BY ANY FEDERAL AGENCY.

SIGNATURE

DATE

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