FOR ACTION: Food Service Bids for school year 2009-2010

RECOMMENDATION: Administration recommends approval of the following bids.

NEW BIDS:
Bid FS 2010-01 DAIRY:
Meyer Dairy for $132,604.13

Bid FS 2010-02 FRESH PIZZA:
Papa Johns Pizza for $76,275.00

Bid FS 2010-03 NON CARBONATED BEVERAGES:
Commercial Food Systems, Inc. for $18,950.00
Coca Cola Bottling for $44,856.00
Gordon Food Service for $17,600.00

BID RENEWALS:
Bid FS 08-1 FOOD, SUPPLIES & USDA COMMODITIES (Board approved 06/17/2008)
Administration recommends renewal of the bid FS 08-01 for 1 (one)
additional year as follows. This is the first of (2) two possible
renewals for this bid.
B and B Foods for $113,367.65
Commercial Food Service for $89,300.00
Gordon Food Service for $654,062.10

Bid FS 08-2 FRESH BREAD: (Board approved 6/17/2008)
Administration recommends renewal of the bid with
Interstate Brands Corp. for $46,128.32. This is the first of two possible
renewals.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Ext. Cost</th>
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*Note: Ext. Cost = Quantity * Unit Price*
This agreement / contract is between Monroe County Community School Corporation a SFA (School Food Authority) and, Meyer Dairy, the Contractor and distributor of fresh Milk products for the term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid specifications and special instructions outlined in the bid documents. This agreement can be terminated by either party with a 30 day written notice to the other party.

Terms of _____% cash discount will be allowed if invoices are paid within _______ days from date of receipt of invoice. Terms of less than thirty (30) days will be considered net.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation               Meyer Dairy
School Corporation                                       Contractor /Title

__________________________    ____________________________
Printed Name                                                               Printed Name

__________________________    ____________________________
Signature                                                                Signature

__________________________    ____________________________
Title                                                                   Title
<table>
<thead>
<tr>
<th>Item Code</th>
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<th>Price</th>
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<tr>
<td>00000008</td>
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<td></td>
</tr>
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</table>

**Total Award:**

- Paper Pizza: $77,356.00
- Total: $77,356.00
This agreement / contract is between Monroe County Community School Corporation a SFA (School Food Authority) and, Papa John's Pizza the Contractor and distributor of fresh baked Pizza for the term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid specifications and special instructions outlined in the bid documents. This agreement can be terminated by either party with a 30 day written notice to the other party.

Terms of N/A % cash discount will be allowed if invoices are paid within N/A days from date of receipt of invoice. Terms of less than thirty (30) days will be considered net.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation
Contractor/Title

Printed Name

Signature

Title

Capital Pizza Inc dba Papa John's

Printed Name

Signature

Title
## NON CARBONATED BEVERAGES
### TABULATIONS

<table>
<thead>
<tr>
<th>Bid unit</th>
<th>Vendor</th>
<th>Product Code</th>
<th>Pack Size</th>
<th>Qty.</th>
<th>Bid Unit</th>
<th>Unit Price</th>
<th>Ext. Cost</th>
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<td>$13.40</td>
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<td>24 / 12 Ounces</td>
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<td>$288.00</td>
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### TOTAL AWARD:
- Coca-Cola: $44,856.00
- Commercial: $18,950.00
- Gordons: $17,600.00
AGREEMENT / CONTRACT

BID FS 2010-03

Juice and Non-Carbonated Beverages

BID PERIOD: August 1, 2009 – July 31, 2010

This agreement / contract is between Monroe County Community School Corporation a SFA (School Food Authority) and Coca-Cola the Contractor and distributor of juice and non-carbonated beverages for the term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid specifications and special instructions outlined in the bid documents. This agreement can be terminated by either party with a 30 day written notice to the other party.

Terms of N/A % cash discount will be allowed if invoices are paid within ____________ days from date of receipt of invoice. Terms of less than thirty (30) days will be considered net.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation
School Corporation

Coca-Cola Enterprises
Contractor /Title

Printed Name

Printed Name

Jason Coonce
Title

Signature

Signature

Sale Center Manager
Title
AGREEMENT / CONTRACT

BID FS 2010-03

Juice and Non-Carbonated Beverages

BID PERIOD: August 1, 2009 – July 31, 2010

This agreement / contract is between Monroe County Community School Corporation a SFA (School Food Authority) and Gordon Food Service the Contractor and distributor of juice and non carbonated beverages for the term of this agreement is from August 1, 2009 thru July 31, 2010.

The performance of this agreement is based on the specifications and special instructions outlined in the original bid specifications and special instructions outlined in the bid documents. This agreement can be terminated by either party with a 30 day written notice to the other party.

Terms of ______ % cash discount will be allowed if invoices are paid within ______ days from date of receipt of invoice. Terms of less than thirty (30) days will be considered net.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation
School Corporation

Printed Name

Signature

Title

Gordon Food Service
Contractor /Title

Dennis L. Kissinger
Printed Name

Signature

Title

Customer Development Specialist
AGREEMENT / CONTRACT
BID FS 2010-03
Juice and Non-Carbonated Beverages
BID PERIOD: August 1, 2009 – July 31, 2010

This agreement / contract is between Monroe County Community School Corporation, a SFA (School Food Authority) and, Commercial Food Systems, the Contractor and distributor of juice and non-carbonated beverages for the term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid specifications and special instructions outlined in the bid documents. This agreement can be terminated by either party with a 30 day written notice to the other party.

Terms of _______0____% cash discount will be allowed if invoices are paid within _______30____ days from date of receipt of invoice. Terms of less than thirty (30) days will be considered net.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation
School Corporation

Printed Name

Signature

Title

Commercial Food Systems
Contractor Title

Printed Name

Signature

Title
Agreement/Contract

This agreement renews the contract between Monroe County Community School Corporation a SFA (School Food Authority) and Gordon Food Service, the Contractor and distributor of food products. The term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid approved by the Monroe County Community School Corporation, Board of School Trustees on June 17, 2008. This agreement can be terminated by either party with a 60 day written notice to the other party.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The bid award may be renewed for 1 additional year. Cost and service will be the determining factor in the decision to offer the renewal.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation
School Corporation

Gordon Food Service
Contractor /Title

Marsha Dood
Printed Name

Signature

Title
Agreement/Contract

This agreement renews the contract between Monroe County Community School Corporation, an SFA (School Food Authority) and B & B Food Service, the Contractor and distributor of food products. The term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid approved by the Monroe County Community School Corporation, Board of School Trustees on June 17, 2008. This agreement can be terminated by either party with a 60 day written notice to the other party.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The bid award may be renewed for 1 additional year. Cost and service will be the determining factor in the decision to offer the renewal.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation          B & B Food Distributors
School Corporation                                      Contractor /Title

Printed Name

Signature

Title

Jerry L. Wampler
Printed Name

Signature

Title
Agreement/Contract

This agreement renews the contract between Monroe County Community School Corporation and SFA (School Food Authority) and Commercial Food Systems, the Contractor and distributor of food products. The term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid approved by the Monroe County Community School Corporation, Board of School Trustees on June 17, 2008. This agreement can be terminated by either party with a 60 day written notice to the other party.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The bid award may be renewed for 1 additional year. Cost and service will be the determining factor in the decision to offer the renewal.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation
School Corporation

Printed Name

Signature

Title

Commercial Food Systems
Contractor/Title

Printed Name

Signature

Title
BID FS 08-2 (Renewal 1 of 2)
FRESH BREAD
BID PERIOD: August 1, 2009 – July 31, 2010

Agreement/Contract

This agreement renews the contract between Monroe County Community School Corporation a SFA (School Food Authority) and IBC, the Contractor and distributor of fresh bakery products for the term of this agreement is from August 1, 2009 thru July 31, 2010. The performance of this agreement is based on the specifications and special instructions outlined in the original bid approved by the Monroe County Community School Corporation, Board of School Trustees on June 17, 2008. This agreement can be terminated by either party with a 60 day written notice to the other party.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The bid award may be renewed for 1 additional year. Cost and service will be the determining factor in the decision to offer the renewal.

The undersigned agree to all terms of this agreement/contract:

Monroe County Community School Corporation
School Corporation

IBC
Contractor /Title

Printed Name

Signature

Title

Printed Name

Signature

Title