

# THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 75 N. PACE BLVD. PENSACOLA, FL 32505

### INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT

| February 16, 2016   | Allison Watson (850) 469-6210 awatson@escambia.k12.fl.us  |
|---|---|
| BID TITLE: Paper Products & Cleaning Supplies for School Ca   | BID NUMBER:<br>feterias 161502  |
| BID OPENING DATE & TIME Tuesday, March 8, 2016, 1:30 NOTE: BIDS RECEIVED AFTER THE BID OPENING I  |   |
| The School District of Escambia County, Florida, solicits your goods or services. All terms, specifications and conditions is response. A Bid will not be accepted unless all conditions have in the space provided below. All Bids must be sealed and receip Pace Blvd., Pensacola, Florida, by the "Bid Opening Date & Timbids must reference the "Bid Title", "Bid Number" and the "Bid responsible for lost or late delivery of bids by the U.S. Postal Sids may not be withdrawn for a period of sixty (60) days after the | et forth in this invitation are incorporated into your<br>been met. All bids must have an authorized signature<br>ved in the School District's Purchasing Office at 75 N.<br>e" referenced above. All envelopes containing sealed<br>d Opening Date & Time". The School District is not<br>Service or other delivery services used by the Bidder. |
| THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETU ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED A   | RNED AS PART OF YOUR BID. BIDS WILL NOT BE  |
| COMPANY NAME:   |   |
| MAILING ADDRESS:  |   |
| CITY, STATE, ZIP:   |   |
| FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):  |   |
| TELEPHONE NUMBER: (EXT: ) FAC   | SIMILE NUMBER:  |
| EMAIL:  |   |
| HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE VENDOROTHER(PLEASE SPECIFY   |   |
| I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UN WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AN LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION.   | SAME MATERIALS, SUPPLIES, EQUIPMENT OR COLLUSION OR FRAUD. I AGREE TO ABIDE TO THAT I AM AUTHORIZED TO SIGN THIS BID FOR THAT FAILURE ON MY PART AS THE BIDDER TO D/OR FAILURE TO RETURN ANY OF THE ITEMS   |
|   | ED OR<br>NTED NAME:   |
| TITLE: DAT  | E:  |
| 9500-PUR-029 (rev Jan 2004)   |   |

### I. INTRODUCTION

The purpose of this bid solicitation is to enter into a purchase agreement for paper and cleaning supplies for school cafeterias for the period beginning May 1, 2016 through April 30, 2017. Prices, terms, and conditions of this agreement cover all purchases for the products listed in this document for the entire term of this agreement. The quantities and delivery dates listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated dates and quantities, however, the District reserves the right to adjust shipment dates, reduce the number of shipments and/or purchase additional quantities at the contract price at any time during the contract period. By signing this agreement you are agreeing to honor your contract price for the entire term of the agreement.

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this bid, you must send a sample for review by Tuesday, February 23, 2016, 12:00 PM, CST. Failure to send a sample and the required documentation when offering an alternate product will result in your bid being determined "non-responsive" for that item. Samples should be clearly labeled "SAMPLE FOR BID NUMBER 161502." If you plan to send samples, contact the Escambia County School District Purchasing Office by email awatson@escambia.k12.fl.us or by fax at (850) 469-6271. A form will be sent to you via email or fax. This form must be completed prior to samples being sent. All samples should be delivered to the Escambia County School District, Purchasing Department, 75 N. Pace Blvd., Pensacola, FL 32505, Attn: Allison Watson.

QUESTIONS: Due to time constraints, it is recommended that vendors send any questions regarding this solicitation by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be Tuesday, February 23, 2016, 12:00 PM, Central Standard Time. Any changes in the specifications contained in this bid will be made by Addenda. Any Addenda issued concerning this bid will be posted on the Purchasing Department's web pages. PRIOR TO SUBMITTING A BID, it shall be the sole responsibility of each bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this solicitation will be posted by close of business Friday, February 26, 2016.

The direct link to the Bid Activity Section of the District website is listed below.

http://ecsd.fl.schoolloop.com/purchasing/bids

All inquiries should be sent to:

Allison Watson, Sr. Purchasing Agent Purchasing Department Escambia County School District 75 N. Pace Blvd. Pensacola, FL 32505

Email: awatson@escambia.k12.fl.us

Fax: 850-469-6271

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this bid. Vendors are expected to utilize this representative for **ALL** Information regarding this bid. **Vendors who contact any other District employee regarding the subject of this bid are subject to disqualification from participating in this solicitation.** 

### **II. GENERAL TERMS AND CONDITIONS**

NOTE: The term "Bidder" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only; details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE**: (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. STOP WORK ORDER: The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. INSURANCE AND INDEMNIFICATION: The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS: The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS: Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.
  - All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to
  - provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. PATENTS: Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this Bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Districts sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. DRUG-FREE WORKPLACE: Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no Bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION: The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. SAMPLES. Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the Bid Number, Bid Title, and Bid Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this Bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bid Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore oral statements given before the Bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <a href="http://ecsd-fl.schoolloop.com/purchasing/bids">http://ecsd-fl.schoolloop.com/purchasing/bids</a> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
- W. BID TABULATIONS, RECOMMENDATIONS, AND PROTEST: Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <a href="http://ecsd-fl.schoolloop.com/purchasing/bids">http://ecsd-fl.schoolloop.com/purchasing/bids</a>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT: All questions for additional information regarding this Bid must be directed to the designated Purchasing Agent noted on page one. Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this Bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.
- Z. AGREEMENT FORM: All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- **III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
- A. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.

Ex parte communication (whether verbal or written) by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Bidders.

Any current vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.

- B. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.** 
  - 1. The entire bid document shall be returned (pages 1 60). The signature on the first page must be an original signature no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any bid submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
  - 2. <u>Return your original bid and one copy.</u> The copy should be a photocopy of your original bid and there should be no differences in the bid document or attached enclosures. Any difference or failure to include bid attachments in both sets may cause your bid to be rejected. **Please mark copy "COPY."**
  - 3. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section <u>and/or</u> if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your bid.**
  - 4. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002, contained within this document.
- C. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.456, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: http://ecsd-fl.schoolloop.com. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

## \*\*For Direct Shipments To The Central Warehouse. Background Screening Requirements Do Not Apply.\*\*

D. **DISCONTINUED ITEMS:** In the event the producer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).

- E. BID QUANTITIES: Quantities and delivery dates indicated in this bid are estimates based on prior usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or delete any item or items as it deems appropriate without affecting the bid pricing or the terms and conditions of the bid.
- F. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning May 1, 2016 and ending April 30, 2017. All terms and conditions including price shall remain in effect for the entire term of this agreement. **The District does not pay fuel adjustment charges.**
- G. **EVALUATION CRITERIA:** Bids shall be evaluated by a committee to determine which bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item. Award will be made on the following criteria:
  - 1. <u>Line Item by Low Price:</u> Award for each line item will go to the vendor with the lowest price when the low price is for a product on the approved products list or where an alternate product is bid, was tested and approved by the District upon receipt of sample as detailed in this solicitation. The District reserves the right to reject any bid with a minimum shipment requirement; therefore, low bid with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District. Products approved prior to posting of this bid are listed in the Specifications and Pricing Section (Section VII) for each item.
- H. ALTERNATE PRODUCTS: The District pre-approves products in student taste tests prior to bid evaluation (see paragraph U). Offering any product not listed as approved in this document is an alternate bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/ or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Purchasing Agent list on Page one (1) of this document.
- I. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- J. **FLORIDA PUBLIC RECORDS LAW:** Bidder shall comply with Florida's Public Records Law. Specifically, Bidder agrees that it will:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by the vendor under the Agreement.
  - 2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law.
  - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
  - 4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of the vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
  - 5. The failure of the vendor to comply with the provisions set forth shall constitute a default and breach.

- K. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this bid, by signing this bid, the signatory attests to the applicable certification provisions listed below:
  - 1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
  - 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
  - 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  - 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
  - 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
  - 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
  - 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
  - 8. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
  - 9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
  - 10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- L. **BUY AMERICAN ACT, IF APPLICABLE:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label.
- M. **SPECIFICATIONS:** Bids must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a bid not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the bid.
- N. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your bid for that item.
- O. **SAMPLE REQUIREMENTS:** Samples are required under the circumstances listed below.
  - 1. The products offered have not been previously approved by the District.
  - 2. The District may request samples of products for review that have been approved and purchased previously for the following reasons:

- a. School Cafeteria Managers indicate there has been a decrease in product quality.
- b. Manufacturing firm or process has changed since product was last tested by the District.
- c. More than five (5) years has elapsed since product was last tested.
- d. The Food Services Department wishes to test for any reason.

### IV. PRODUCT IDENTIFICATION, PACKAGING, AND LABELING REQUIREMENTS

- A. **ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering on different kinds and sizes of containers and/or number of units in a shipping case.
  - 1. Any alternate packaging offered must be substantially equivalent and listed as an alternate bid.
  - 2. Changes in packaging and packing offered by the bidder must be clearly indicated in their bid and will be given consideration to the extent deemed consistent with the best interests of the schools.
- B. **EXTERIOR LABELING:** The net product content will be displayed on the exterior of all shipping containers of all products delivered.
- C. **LOT IDENTIFICATION:** All lots shall bear the correct commercial label that conforms to the brand being bid.
- D. **BRAND/TRADE NAME**: Vendor shall indicate in their proposal the brand or trade name by which the product offered is identified.
- E. **BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in his bid, unless otherwise specifically approved and authorized.
- F. SHIPPING CONTAINERS OVER 25 UP TO 50 POUNDS: The marking of shipping containers packed to more than twenty-five (25) pounds and shall not exceed maximum net weight of fifty (50) pounds as follows:
  - 1. All marking materials must be flat, water-fast, non-smearing (readable on fiber) and provide a definite contrast upon the surface of the container. The markings may be legibly stenciled, mechanically printed and/or applied with the use of mechanically printed label(s) on the container in lettering and numbers not less than .375 inch (3/8 inch or 9.5mm) high. When using labels they shall be applied to prevent their removal in intact form.

### V. ORDER PLACEMENT AND DELIVERY PROCEDURES

- A. ORDERING PROCEDURES: No direct ordering of items by individual cafeterias is permitted. All orders for the items in this bid will be issued to the vendor from the Purchasing Office of the School District of Escambia County. This also applies to any additions, deletions, or other alterations to existing orders.
- B. SHIPPING/RECEIVING REQUIREMENTS:
  - 1. ALL MERCHANDISE OF FIFTY (50) CASE LOTS OR MORE WILL COME <u>PALLETIZED</u> ON 48" X 40" GROCERY PALLETS. MAXIMUM HEIGHT 45" FROM <u>BOTTOM OF PALLET TO</u> TOP OF STACK.

Products requiring stacking over 45" high for shipping purposes must have an additional slipsheet placed at the 45" level to facilitate down stacking and storage of product being delivered to Warehouse.

2. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least twenty-four (24) hours in advance by contacting District Warehouse personnel at (850) 469-5321 or (850) 459-5623.

Delivery times are as follows:

Monday-Friday

7:30 am – 2:30 pm Central Standard Time

Delivery must be made directly to the school system's warehouse located at 51 East Texar Drive, Pensacola, Florida 32503, as designated on our purchase orders.

- 3. All goods delivered to the ECSD Warehouse must at a minimum have a shelf life of twelve (12) months. The Best Buy Dates must be clearly marked on the side of the boxes or pallets.
- 4. NOTE: IF THE ABOVE DELIVERY REQUIREMENTS ARE NOT FOLLOWED AT DELIVERY, SHIPMENTS CAN BE REFUSED AND THE DISTRICT WILL NOT BE LIABLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO SHIPPING OR RESTOCKING FEES.

### VI. INVOICES, STATEMENTS AND PAYMENT

Invoices for the purchases of food and all non-food supplies made for the District's Food Service Program will be paid by the Food Service Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions since delivery of product to our central warehouse may be made several ways, invoicing should be handled as follows:

- A. **DELIVERIES MADE BY VENDOR'S OWN CONVEYANCE:** When deliveries are made via the bidder's own conveyance, delivery receipts or packing slips should accompany the merchandise to the warehouse. An original and two (2) copies will be provided the Warehouse Manager (or his authorized representative) who will sign all copies if the shipment is complete and in good order. The Warehouse Manager will retain the original and one (1) copy and provide the vendor with a signed third copy. Should there be any discrepancy, damaged goods, incorrect product, shortages, etc., the vendor's driver will contact his company for permission to correct the delivery receipt or packing slip on the spot, and all discrepancies shall be noted on delivery receipt or packing slip.
- B. **DELIVERIES MADE VIA COMMON CARRIER OR TRUCK:** When the deliveries are made via common carrier or truck, delivery receipts or packing slips must accompany or precede the actual delivery of product to the warehouse manager via the U.S. Mail. In case any product is received with in transit damage, our warehouse manager will have an exception made on the common carrier freight bill and/or delivery receipt regarding the extent of damaged product and forward you a copy of said freight bill or delivery receipt so you may file claim, including refusal of delivery on damaged goods. Our Food Service Accounting Dept. will deduct from your invoice, for all shortages, damaged items, etc. Barring delays due to unresolved discrepancies, you may expect to receive payment for products within ten (10) days of our receipt of your invoice.
- C. **INVOICE SUBMISSION:** All invoices and copies of delivery receipts and statements are to be are to be mailed to:

School District of Escambia County Food Service Accounting - Rm 211 75 N. Pace Blvd. Pensacola, FL 32505 D. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detail specifications.

### VII. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (can/box/package/pail) size and the number of portions or containers per case. If the number of containers per case is one (1), then state one (1) in the appropriate box. This information must be filled out even if packaging exactly matches the specifications. See Section III, Special Conditions, Item M for policy on imported products, if applicable. Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirement. If you do not list a minimum shipment requirement on this bid and you are awarded that item, the District will not honor minimum ship quantities when orders are placed.

Where there is more than one (1) selection for a product, it will be indicated using the term "OR". For example: Item 1 or 2. It is the District's intention to only award one of the selections and the quantity listed.

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
|-------|------|-------|--|---|--------------------|
| 1.    | 1000 | CS.   | NAPKINS (0702090): Napkins, approximately 12" x 17" open, one- ply paper construction, embossed, folded (5" x 6.5") for meal-size dispenser; white color; single-dispensing-type napkins, to fit a minimum 250-300 capacity, spring-loaded dispenser. Packed 250/pkg., 24 pkgs./cs., 6,000/cs.  Approved Brand(s): Dixie # 250 Super-Serv Master Encore King # 142 Erving # 537 Econoserve Georgia Pacific # 374-01 SCA Tissue # D802A Kimberly Clark # 98730 Cascades Tissue # IF4802 Merchants Paper #D1217  State pack size:  Brand/Number  Comments: |   |                    |
| L     | I    | 1     |  |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 2.    | 100  | CS.   | CUPS, PAPER SOUFFLE, 4 OZ (0702140): Soufflé cup, 4 oz. round with tapered sides, rolled rims and flat bottom. Disposable paper construction suitable for use in baking. Packed 250/pkg., 20 pkgs./cs., 5,000/cs. |   |                    |
|       |      |       | Approved Brand(s): Dixie # P 040 Solo # 400 GENPAK # F 400  |   |                    |
|       |      |       | State pack size:  |   |                    |
|       |      |       | Brand/Number Comments:  |   |                    |
|       |      |       | Note: Cups & Lids May Be Awarded As A Lot For Compatibility Purposes.   |   |                    |
| 3.    | 300  | cs.   | CUPS, HOT/COLD BEVERAGE CONTAINER, 6 oz. (0145147): Cup, hot/cold, 6 oz. disposable foam. Packed 25 cups/tube. 1000/cs.   |   |                    |
|       |      |       | Approved Brand(s): Dart #6J6  |   |                    |
|       |      |       | State pack size:  |   |                    |
|       |      |       | Brand/Number Comments:  |   |                    |
| 4.    | 150  | CS.   | LID, HOT/COLD, 6 OZ. (0145143): Disposable vented lid, 6 oz. Packed 1,000/cs.   |   |                    |
|       |      |       | Approved Brand(s): Dart #6J11   |   |                    |
|       |      |       | State pack size:  |   |                    |
|       |      |       | Brand/Number  |   |                    |
|       |      |       | Comments:   |   |                    |
|       |      |       | 13  |   |                    |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 5.    | 200  | CS.   | CUPS, COLD BEVERAGE CONTAINER, 12 OZ. (0702240): Cup, cold, 12 oz. disposable foam, paper or plastic construction. Packed 25 cups/tube, 40 tubes/cs., 1,000/cs.  Approved Brand(s): Master Containers Dart # 12J12 Wincup # 12C16 State pack size: |   |                    |
|       |      |       | Brand/Number Comments:   |   |                    |
| 6.    | 150  | CS.   | CUPS, HOT/COLD BEVERAGE CONTAINER, 16 OZ.(0702370): Cup, hot/cold, 16 oz. disposable foam. Packed 1,000/cs.  Approved Brand(s): Dart # 16J16  State pack size:   |   |                    |
| 7.    | 500  | CS.   | CUPS, COLD, 12 OZ. (0702245): Cup, cold, 12 oz. plastic, heavy duty. Packed 50 cups/sleeve, 20 sleeves/cs., 1,000/cs.  Approved Brand(s): Pacfica # PTYP 1214C  State pack size:  Brand/Number  Comments:  |   |                    |
| 8.    | 250  | CS.   | LIDS FOR COVERING 12 OZ. COLD BEVERAGE CONTAINER (0702410): Lid to fit 12 oz. disposable plastic cup. Plastic, clear construction, must have straw slot. Packed 2000/cs.  Approved Brand(s): Pacfica # YLP20C                                      |   |                    |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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|       |      |       | State pack size:   |   |                    |
|       |      |       | Brand/Number   |   |                    |
|       |      |       | Comments:  |   |                    |
| 9.    | 300  | CS.   | CUPS, HOT/COLD BEVERAGE CONTAINER, 10 OZ. (0145150): Cup, hot/cold, 10 oz. disposable foam. Packed 25 cups/sleeve, 1000/cs.  Approved Brands: Dart#10J10 WinCup#10C8   |   |                    |
|       |      |       | State pack size:   |   |                    |
|       |      |       | Brand/Number Comments:   |   |                    |
| 10.   | 150  | CS.   | LIDS FOR COVERING 10 OZ. HOT/COLD CONTAINER (0700270): Lid to fit 10 oz. disposable foam cup, plastic construction, must have straw slot. Packed 2,000/cs.  Approved Brand(s): Dart # 10SL Wincup # WC-DT8  State pack size:  Brand/Number  Comments:                                      |   |                    |
|       |      |       | Comments.  |   |                    |
| 11.   | 125  | CS.   | CUPS, COLD FOOD CONTAINER, 20 OZ. (0702220): Cup/food container, cold, 20 oz. clear P.E.T. plastic. Product dimensions, 3.9" top x 5.4" height x 2.4" base, rolled cup rim. No logos, prints, symbols, etc. To be used as a "salad shaker" or "yogurt parfait" container. Packed 1,000/cs. |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
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|       |      |       | Approved Brand(s): Dart # TP20 Fabri-Kal # KC20 State pack size:  Brand/Number  |   |                 |
|       |      |       | Comments:   |   |                 |
| 12.   | 75   | CS.   | DOME LID, 20 OZ. (0702250): Dome lid to fit 20 oz. cold food container/cup. Clear plastic construction, without hole. Packed 1,000/cs.  Approved Brand(s): Dart # PET24LCD Fabri-Kal # DLKC 12/20/NH  State pack size:  Brand/Number  Comments: |   |                 |
|       |      |       | Note: Items#13 & 14 May Be Awarded Together For Compatibility Purposes.   |   |                 |
| 13.   | 200  | CS.   | BOWL, FOAM, BLACK, 12 OZ. (0700060): Bowl, 12 oz. foam, black, laminated. Packed 1,000/cs.  Approved Brand(s): Dart # 12BWBQR Genpak # GN-LAM213L  State pack size:  Brand/Number  Comments:  |   |                 |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 14.   | 120  | CS.   | LID, 12 OZ. FOAM BOWL (0700070):<br>Dome lid, clear, to fit 12 oz. foam bowl.<br>Packed 1,000/cs.   |   |                    |
|       |      |       | Approved Brand(s): Pactiv # C18-0012 Dart # CL12 BW Genpak # GN94012  |   |                    |
|       |      |       | State pack size:  |   |                    |
|       |      |       | Note: Items #15-17, 20-21 May Be<br>Awarded As A Lot.   |   |                    |
| 15.   | 300  | CS.   | TRAYS, FOR SERVING INDIVIDUAL FOOD ITEMS, 1/4 LB. (0702450): Tray, 1/4 lb. capacity, approximate dimensions, 1-1/32 " high x 4 " x 2 3/4 " at the top, 3-1/16 " x 1-13/16 " at the bottom. Rectangular with tapered sides and flat bottom. Disposable paper construction, white interior and colorful, decorative, stock design Printed on exterior. Packed 1,000/cs.  Approved Brand(s): Southern Champion # 0401  State pack size:  |   |                    |
|       |      |       | Comments:   |   |                    |
| 16.   | 1000 | CS.   | TRAYS, FOR SERVING INDIVIDUAL FOOD ITEMS, 1/2 LB. (0702460): Tray, 1/2 lb. capacity, approximate dimensions, 1-1/4 " high x 5 " x 3-1/2 " at the top, 3-5/8 " x 2-1/8 " at the bottom. Rectangular with tapered sides and flat bottom. Disposable paper construction, white interior and colorful, decorative, stock design printed on exterior. Packed 125/pkg., 8 pkgs./cs., 1,000/cs.  Approved Brand(s): Dixie # KL-50 Georgia Pacific # KL50 DR Southern Champion # 0409 Superior Quality # 8150 |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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|       |      |       | State pack size:  |   |                    |
|       |      |       | Brand/Number  |   |                    |
|       |      |       | Comments:   |   |                    |
| 17.   | 1000 | CS.   | TRAYS, FOR SERVING INDIVIDUAL FOOD ITEMS, 1 LB. (0702470): Tray, 1 lb. capacity, approximate dimensions, 1 1/2 inches high, 5-1/4 inches x 3-3/4 inches at the top, 4 inches x 2-1/4 inches at the bottom. Rectangular with tapered sides and flat bottom. Disposable paper construction, white interior and colorful, decorative, stock design printed on exterior. Packed 125/pkg., 8 pkgs./cs., 1,000/cs.  Approved Brand(s): Dixie # KL-100 Georgia Pacific # KL 100DL Southern Champion # 0413 |   |                    |
|       |      |       | State pack size:  Brand/Number Offered  Comments:   |   |                    |
| 18.   | 1600 | CS.   | SUB CONTAINER, 8 " (0700150): Sub container, 8", clear OPS plastic, hinged. Approximately 8-3/16 " x 4-1/2 " x 2- 13/16 ". Packed 250/cs.  Approved Brand(s): ParPak # 21060 Pactiv # YC 18-1048 Durable # PXT 395  State pack size:  Brand/Number  Comments:   |   |                    |

| Item: | Qty:  | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 19.   | 300   | CS.   | PLATTERS, SALAD, NON- COMPARTMENTED (0702551): Salad platter, non-compartmented. Approximately 9-3/4 inches x 5-1/2 inches x 3/4 inches. Oval design preferred. Disposable foam, paper or plastic construction. Subtle, non-white color preferred. Packed 500/cs.  Approved Brand(s): Dart # 9PRWC Genpak # 87900 Pactiv # TH1-0045 Parpak # 21972 Primeware # PL-16-1  State pack size:  Brand/Number  Comments:  |   |                    |
| 20.   | 11000 | CS.   | TRAY, 6 COMPARTMENT, WHITE (0702620): Tray, 6- compartment. Approximately 11.2 inches x 8.2 inches x 1.3 inches. Disposable foam or paper construction. Corrugated cardboard cases preferred for warehouse stack- ability. Packed 125/sleeve, four (4) sleeves/cs., 500/cs.  Product to be shipped shrink-wrapped and palletized on a standard 48" x 40" grocery pallet, stacked no more than 84" or 4 tiers high. If not shipped as specified product can be refused.  Approved Brand(s): Pactiv # TH 1-0601 Republic #97047  State pack size:  Brand/Packed in Cardboard Case  Comments: |   |                    |

| Item: | Qty:  | Unit: | Description:   | UNIT PRICE:                          | EXTENDED |
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|       |       |       | OR   |                                      |          |
|       |       |       |  |                                      |          |
| 21.   | 11000 | CS.   | TRAY, 6 COMPARTMENT, BLACK (0702620): Tray, 6- compartment. Approximately 11.2 inches x 8.2 inches x 1.3 inches. Disposable foam or paper construction. Corrugated cardboard cases preferred for warehouse stack- ability. Packed 125/sleeve, four (4) sleeves/cs., 500/cs.  Product to be shipped shrink-wrapped and palletized on a standard 48" x 40" grocery pallet, stacked no more than 84" or 4 tiers high. If not shipped as specified product can be refused.  Approved Brands: No approved brands. Samples required. |                                      |          |
|       |       |       | State pack size:  Brand/Packed in Cardboard Case  Comments:  |                                      |          |
| 22.   | 100   | CS.   | BAG, COOKIE (0702910): Cookie bag, approximately 4-5/8" width x 3 7/8" deep from the top of back flap to bottom of bag. Front of bag measures 3-1/2" deep from top to bottom of the front of bag. Dry wax paper construction. White bag. 1000 per case.  Approved Brand(s): Sweetheart # B1 Fischer Paper # 350  State pack size:  Brand/Number  Comments:   |                                      |          |
|       |       |       | OR   |                                      |          |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 23.   | 100  | CS.   | BAG, COOKIE WITH FOOD SERVICE LOGO (0702910): Cookie bag, approximately 4-5/8" width x 3 7/8" deep from the top of back flap to bottom of bag. Front of bag measures 3-1/2" deep from top to bottom of the front of bag. Dry wax paper construction. White bag. 1000 per case.  Refer to Attachment A – Color Logo, 2" Diameter in size.  Approved Brand(s): Sweetheart # B1 Fischer Paper # 350  State pack size: |   |                    |
|       |      |       | Items# 24 & 25 May Be Awarded Together For Compatibility Purposes.   |   |                    |
| 24.   | 100  | ea.   | PLASTIC FILM AND FOIL DISPENSER (0700200): Dispenser must have same footprint as a standard 18" film/foil box. Dishwasher safe, convenient blade storage on lid, integrated handles and non-slip feet. Body is wall mountable. Accommodates 12" – 18" rolls up to 3000' NSF listed.  Approved Brand(s): Kenkut 3  State pack size:  Brand/Number  Comments:  |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
|-------|------|-------|---|---|-----------------|
| 25.   | 200  | ea.   | REPLACEMENT DISPENSER BLADES (0700220): Standard replacement slide cutter blades for plastic film and foil dispensers. (see above)  Approved Brand(s): Kenkut #KK3SRB3  |   |                 |
|       |      |       | State pack size:  |   |                 |
|       |      |       | Brand/Number Comments:  |   |                 |
| 26.   | 800  | rl.   | PLASTIC, VINYL FILM (PVC) (0702760): Plastic, vinyl film approximately 18 " wide x 2,000 feet long. 0.0005 inch gauge thickness, approximately 4 1/2 lbs. net weight per roll, antifogging, odorless, packed in dispenser-type carton with sturdy cutter-edge attachment.  Approved Brand(s): Anchor AEP Seal Wrap #182 Reynolds # 912 Western WP Film  Do not bid less than 18" wide.  State pack size:  Brand/Number  Comments: |   |                 |
|       |      |       |   |   |                 |

| Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea  | EXTENDED<br>PRICE:  |
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|      |       | Note: Bags (#27-30) May Be Awarded As A Lot.  |  |   |
| 120  | CS.   | BAGS, PLASTIC SANDWICH SIZE WITH ZIPPER TOP (0702820): Bags, plastic, zipper top, sandwich size. Approximately 6 " x 6 ", 2 mil. polyethylene construction, single track zipper top durable enough for reuse. Packed 1,000/cs.  |  |   |
|      |       | Approved Brand(s): Calico # 9950132 International Plastics # CZPP20606 Reynolds # RS 65 Elkay # F 20606 Star Poly Fantepak  |  |   |
|      |       | State pack size:  |  |   |
|      |       | Brand/Number  |  |   |
|      |       | Comments:   |  |   |
| 1000 | CS.   | BAGS, PLASTIC GALLON SIZE WITH ZIPPER TOP (0702821): Bags, plastic, zipper top, gallon size. Approximately 9" x 12", 2 mil. polyethylene construction, single track zipper top durable enough for reuse. Packed 1,000/cs.  Approved Brand(s): Calico # 995013750 Minigrip # SBE 2 R 912 Fanta Pak # AH Elkay # F 20912  State pack size:  Brand/Number  Comments: |  |   |
|      | 120   | 120 cs.   | Note: Bags (#27-30) May Be Awarded As A Lot.  120 cs. BAGS, PLASTIC SANDWICH SIZE WITH ZIPPER TOP (0702820): Bags, plastic, zipper top, sandwich size. Approximately 6 " x 6 ", 2 mil. polyethylene construction, single track zipper top durable enough for reuse. Packed 1,000/cs.  Approved Brand(s): Calico # 9950132 International Plastics # CZPP20606 Reynolds # RS 65 Elkay # F 20606 Star Poly Fantepak State pack size:  Brand/Number  Comments:  1000 cs. BAGS, PLASTIC GALLON SIZE WITH ZIPPER TOP (0702821): Bags, plastic, zipper top, gallon size. Approximately 9" x 12", 2 mil. polyethylene construction, single track zipper top durable enough for reuse. Packed 1,000/cs.  Approved Brand(s): Calico # 995013750 Minigrip # SBE 2 R 912 Fanta Pak # AH Elkay # F 20912 State pack size:  Brand/Number | Note: Bags (#27-30) May Be Awarded As A Lot.  120 cs. BAGS, PLASTIC SANDWICH SIZE WITH ZIPPER TOP (0702820): Bags, plastic, zipper top, sandwich size. Approximately 6 " x 6 ", 2 mil, polyethylene construction, single track zipper top durable enough for reuse. Packed 1,000/cs.  Approved Brand(s): Calico # 9950132 International Plastics # CZPP20606 Reynolds # R8 65 Elkay # F 20606 Star Poly Fantepak  State pack size:  Brand/Number  Comments:  1000 cs. BAGS, PLASTIC GALLON SIZE WITH ZIPPER TOP (0702821): Bags, plastic, zipper top, gallon size. Approximately 9" x 12", 2 mil, polyethylene construction, single track zipper top durable enough for reuse. Packed 1,000/cs.  Approved Brand(s): Calico # 995013750 Minigrip # SBE 2 R 912 Fanta Pak # AH Elkay # F 20912 State pack size:  Brand/Number |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 29.   | 2500 | CS.   | BAGS, PLASTIC GALLON SIZE (0702835): Bags, plastic, gallon size. Approximately 9" x12", 2 mil. polyethylene construction. Packed 1,000/cs.  Approved Brand(s): Elkay Plastics # F209120 Elkay Plastics # BOR1014HD Elkay Plastics # 20F-0912 Elkay Plastics # 7F0912-0912 Calico Industries # 9950280S  State pack size:  Brand/Number  Comments:  |   |                    |
| 30.   | 1100 | CS.   | BAGS, PLASTIC SANDWICH SIZE WITH ZIPPER TOP (0145668): Bags, plastic, zipper top, quart size. Approximately 6" x 6", 2 mil. Polyethylene construction, single track zipper, top durable enough for reuse. Packed 100/pack, 10 packs/case product will be ordered by case quantities.  Approved Brand(s): Island Poly # 0210606 Elkay # F 20708 Calico # 9950132  State pack size:  Brand/Number  Comments: |   |                    |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 31.   | 10   | CS.   | SANDWICH BAG, FOIL LINED (0702840): Sandwich bag with a white paper outside and foil inner lining. Sandwich bag should be approximately 6" x .75" x 6.5". Bag must be large enough to hold a hot chicken sandwich and be folded closed. Bag must have a generic red chicken logo on the front to resemble popular fast food chain sandwich bags. Packed 1,000/cs.  Approved Brand(s): No Approved Brand(s)/Samples with Logo must be provided  State pack size:  Brand/Number  Comments:   |   |                    |
|       |      |       | OR   |   |                    |
| 32.   | 10   | CS.   | SANDWICH BAG, FOIL LINED WITH FOOD SERVICE LOGO (0702840): Sandwich bag with a white paper outside and foil inner lining. Sandwich bag should be approximately 6" x .75" x 6.5". Bag must be large enough to hold a hot chicken sandwich and be folded closed. Bag must have a generic red chicken logo on the front to resemble popular fast food chain sandwich bags. Packed 1,000/cs. Refer to Attachment A – Color logo, 2" diameter in size.  Approved Brand(s): No Approved Brand(s)/Samples with Logo must be provided  State pack size:  Brand/Number  Comments: |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 33.   | 200  | bale  | BAGS, LUNCH 50/PK BROWN (0145334): Bags, lunch, 50/pack, brown, kraft paper, 5- 3/8" x 8" x 3-1/4", 5# kraft paper meeting FDA and USDA specifications, packed 50 bags/pack, 10 packs/bale. 500 bags/bale.  Approved Brand(s): DURO #81082  State pack size:  Brand/Number  Comments: |   |                    |
| 34.   | 50   | CS.   | DIPPING CUPS, 2 COMPARTMENT (0700080) Clear OPS plastic, hinged flat lid, approximately 5.25 inches x 5.75 inches x 1.5 inches outside dimensions. (500 per case).  Approved Brand(s): Parpak # 82612  State pack size:  Brand/Number  Comments:                                      |   |                    |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
|-------|------|-------|--|---|-----------------|
|       |      |       | Note: Cups and Lids May Be Awarded Together For Compatibility Purposes.  |   |                 |
| 35.   | 75   | CS.   | CUPS, COLD PORTION CONTAINER, 1 OZ. (0702110): Cup/cold portion, 1 oz., round container with tapered sides, rolled rims and flat bottom, see-through plastic construction. Packed 250/pkg., 20 pkgs./cs., 5,000/cs.  |   |                 |
|       |      |       | Approved Brand(s): Dart # 100 PC Dixie # P 010 BB Solo # P100 Sysco # 5318548 (translucent) Calico/Platinum # 88100WHC Fabri-Kal # PC100 Pactiv # YS-100   |   |                 |
|       |      |       | State pack size:  Brand/Number   |   |                 |
|       |      |       | Comments:  |   |                 |
| 36.   | 25   | CS.   | LIDS, FOR COVERING COLD PORTION CONTAINER, 1 OZ. (0702230): Lid to fit 1 oz. disposable portion cup. Tight- fitting, see-through plastic construction that snaps on securely for leak resistance during transport (i.e., no straw slot). Packed 125/pkg., 40 pkgs./cs. 5,000/cs.  Approved Brand(s): Dart # 100PCL Dixie # PL1 Solo # SLOPL1 Sysco # 5318381 (translucent) Calico/Platinum # 88100WHLC Fabri-Kal # PC100L Pactiv #YLS FR  State pack size: |   |                 |
|       |      |       | Brand/Number  Comments:  |   |                 |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left | EXTENDED PRICE: |
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|       |      |       |  | Example – cs.; ea              |                 |
| 37.   | 200  | CS.   | CUPS, COLD PORTION CONTAINER, 2 OZ. (0702130): Cup/cold portion, 2 oz., round container with tapered sides, rolled rims and flat bottom, see-through plastic construction. Packed 250/pkg., 10 pkgs./cs., 2,500/cs.  Approved Brand(s): Dart # 200 PC Sysco # 5318571 (translucent) Solo # B 200 Calico # 88200 WHC Fabri-Kal # PC200 Pactiv # YS200 Par-Pak # 21482  State pack size:  Brand/Number  Comments:  |                                |                 |
| 38.   | 100  | CS.   | LIDS, FOR COVERING COLD PORTION CONTAINER, 2 OZ. (0702190): Lid to fit 2 oz. disposable portion cup. Tight- fitting, see-through plastic construction that snaps on securely for leak resistance during transport (i.e., no straw slot). Packed 125/pkg., 20 pkgs./cs., 2,500/cs.  Approved Brand(s): Dart # 200 PCL Solo # PL 2 Sysco # 5318399 (translucent) Calico # 88200WHLC Fabri-Kal # XL250PC Pactiv # YLS 2FR Par-Pak # 21482L  State pack size:  Brand/Number  Comments: |                                |                 |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
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| 39.   | 150  | CS.   | CUPS, COLD PORTION CONTAINER, 4 OZ. (0702120): Cup/cold portion, 4 oz., round container with tapered sides, rolled rims and flat bottom, see-through plastic construction. Packed 250/pkg., 10 pkgs./cs., 2,500/cs.  Approved Brand(s): Dart # 400 PC Dixie # P040 Solo # P400 Calico/Platinum # 88400WHC Fabri-Kal # PC400 Par-Pak # 29822  State pack size:   |   |                 |
| 40.   | 100  | CS.   | LIDS, FOR COVERING COLD PORTION CONTAINER, 4 OZ. (0702161): Lid to fit 4 oz. disposable portion cups. Tight- fitting, see through plastic construction that snaps on securely for leak resistance during transport (i.e., no straw slot). Packed 250/pkg., 10 pkgs./cs., 2,500/cs.  Approved Brand(s): Dart # 400 PCL Dixie # PL 4 Solo/Sweetheart # LUR345-Legacy Calico/Platinum # 88400WHLC Fabri-Kal # XL345PC Par-Pak # 29332  State pack size:  Brand/Number  Comments: |   |                 |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 41.   | 300  | CS.   | CUPS, COLD PORTION CONTAINER, 5 OZ. (0702151): Cup/cold portion, approximately 5 oz., round container with tapered sides, rolled rims and flat bottom, see-through plastic construction. Packed 250/pkg., 10 pkgs./cs., 2,500/cs.  Approved Brands: Sysco # 5318613 (translucent) Dart # 500PC Dixie # CC5 Calico # 88500 WHC Fabri-Kal # PC550 Pactiv # YS550 Par-Pak # 29822  State pack size:  Brand/Number  Comments:  |   |                    |
| 42.   | 100  | CS.   | LIDS, FOR COVERING COLD PORTION CONTAINER, 5 OZ. (0702162): Lid to fit 5 oz. disposable portion cups. Tight- fitting, see-through plastic construction that snaps on securely for leak resistance during transport (i.e., no straw slot). Packed 250/pkg., 10 pkgs./cs. 2,500/cs.  Approved Brand(s): Dixie # PL-5 Sysco # 5318415 (translucent) Dart # 400 PCL Calico/Platinum # 88400WHLC Fabri-Kal # XL345PC Supreme Paper # PTYLS5FR Par-Pak # 29332L  State pack size:  Brand/Number  Comments: |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 43.   | 50   | CS.   | SPOONS, PARFAIT (0702031): Parfait spoon, disposable plastic for single service. Approximately 8 " long, heavy weight, white color. Packed 1,000/cs.  Approved Brands: Daxwell # A10000612 Wallace Packaging # 3646  State pack size:  Brand/Number  Comments:  |   |                    |
|       |      |       | OR  |   |                    |
| 44.   | 50   | CS.   | SPOONS, PARFAIT (0702031): Parfait spoon, disposable plastic for single service. Approximately 8 " long, heavy weight, black color. Packed 1,000/cs.  Approved Brand(s): No approved brands. Samples required.  State pack size:  Brand/Number  Comments:   |   |                    |
| 45.   | 3200 | CS.   | UTENSIL SET, SPORK (0702040): Utensil set, individually wrapped spork, napkin and milk straw. Medium/Heavy weight. Packed 1,000/cs.  Approved Brand(s): Nutri-Bon # 3600/3606 Calico # 63BS5670 Daxwell # B10001522 Supreme # 3606F Daxwell # B100003593 Merchants Paper # 3KP203W-06 Wallace Pack # 3600  State pack size: |   |                    |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
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|       |      |       | Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.  |   |                 |
|       |      |       | Brand/Number   |   |                 |
|       |      |       | Comments:  |   |                 |
|       |      |       | OR   |   |                 |
| 46.   | 3200 | cs.   | UTENSIL SET, SPORK (0702040): Utensil set, black, individually wrapped spork, napkin and milk straw. Medium/Heavy weight. Packed 1,000/cs.  Approved Brand(s):   |   |                 |
|       |      |       | No approved brands. Samples required.  |   |                 |
|       |      |       | State pack size:  Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.  |   |                 |
|       |      |       | Brand/Number   |   |                 |
|       |      |       | Comments:  |   |                 |
| 47.   | 2200 | CS.   | FORKS (0702010): Forks, disposable plastic for single service. Approximately 6-1/4 " long, heavy/ medium weight, white color. Packed 1,000/cs.  Approved Brand(s): Solo # MOWF-0007 Dart # F6BW Calico # 632491W Daxwell # A10001389 Daxwell # A10002659, Wht. |   |                 |
|       |      |       | Merchants Paper # JPRMI1203<br>Supreme # 3640<br>Wallace Packing # 3540  |   |                 |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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|       |      |       | State pack size:  Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.  |   |                    |
|       |      |       | Brand/Number Comments:   |   |                    |
|       |      |       | OR   |   |                    |
| 48.   | 2200 | CS.   | FORKS (0702010): Forks, disposable plastic for single service. Approximately 6-1/4 " long, heavy/ medium weight, black color. Packed 1,000/cs.  Approved Brand(s): No approved brands. Samples required.  State pack size:  Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.  Brand/Number  Comments: |   |                    |
| 49.   | 80   | CS.   | KNIVES (0702020): Knives, disposable plastic for single service. Approximately 6-3/4 " long, heavy/ medium weight, white color. Packed 1,000/cs.  Approved Brand(s): Solo # MOWK 0007 Dart # K6BW Daxwell # A10001392 Daxwell # A10002660, Wht. Wallace Packing # 3541  State pack size:  33   |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
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|       |      |       | Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.   |   |                 |
|       |      |       | Brand/Number Comments:  |   |                 |
|       |      |       | OR  |   |                 |
| 50.   | 80   | CS.   | KNIVES (0702020): Knives, disposable plastic for single service. Approximately 6-3/4 " long, heavy/ medium weight, black color. Packed 1,000/cs.  Approved Brand(s): No approved brands. Samples required.  State pack size:  Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.  Brand/Number |   |                 |
|       |      |       | Comments:   |   |                 |
| 51.   | 1500 | CS.   | SPOONS (0702030): Spoons, disposable plastic for single service. Approximately 6 " long, heavy/medium weight, white color. Packed 1,000/cs.  Approved Brand(s): SoloClear # MOWT 0007 Dart # S6BW Daxwell # PP 2.5 Daxwell # A10002661, Wht. Calico # 632494 Daxwell # A10001390 Supreme # 3641 Merchants Paper # PJRMI2203 Wallace Packing # 3542  State pack size:  |   |                 |
|       |      |       | 34  |   |                 |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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|       |      |       | Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.   |   |                    |
|       |      |       | Brand/Number  Comments:   |   |                    |
|       |      |       | OR  |   |                    |
| 52.   | 1500 | CS.   | SPOONS (0702030): Spoons, disposable plastic for single service. Approximately 6 " long, heavy/medium weight, black color. Packed 1,000/cs.  Approved Brand(s): No approved brands. Samples required.  State pack size:  Please submit a specification sheet on product you are bidding which includes weight, overall length, manufacturing process, method of packing, non-measurable requirements, etc.  Brand/Number  Comments: |   |                    |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
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| 53.   | 2500 | pk.   | GLOVES, PLASTIC, SERVING (0702060): Gloves, disposable, plastic, for covering full hand during food service. Wrist length, large size. Gloves must not contain latex. Packed 100/pk.  Approved Brand(s): Calico # 29 G4 EMB (packed 10/100) Nuggett Handgards # OEG-100M Safety Zone # GDPE-MD Daxwell # F10000443  State pack size:  Brand/Number Comments: |   |                 |
| 54.   | 2000 | pk.   | GLOVES, PLASTIC, SERVING (0702070): Gloves, disposable, plastic, for covering full hand during food service. 18 " long, large size. Gloves must not contain latex. Packed 100/pk.  Approved Brand(s): Safety Zone # GDPE-LG-18  State pack size:  Brand/Number  Comments:  |   |                 |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 55.   | 8    | roll  | FOOD LABELS (0799015): Food labels, dissolvable, blank, 2 " x 2 " square. Label and adhesive should dissolve within 30 minutes in any water temperature, no sticky residue. Microwave safe, roll packed in disposable dispenser. Packed 100/roll.  Approved Brand(s): Cambro Model # 23SL National Checking # DB4800  State pack size:  Brand/Number  Comments: |   |                    |
| 56.   | 120  | pk.   | HAIR NETS (0750490): Hair nets, 100% rayon, honey comb design to be used in a food service establishment. There should be a hidden elastic band at the opening. One size fits all. Pack size: 100.  Approved Brand(s): Supreme # SZ-DPL W22-BR Safety Zone # DBWH-21-1  State pack size:  Brand/Number  Comments:   |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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|       |      |       | Note: Straws May Be Awarded As A Lot  |   |                    |
| 57.   | 30   | CS.   | STRAWS, WRAPPED GIANT MILKSHAKE (0702350): Milkshake straw, individually wrapped. Polypropylene construction. Minimum 7 3/4 " long, minimum .294 inch inside diameter. 1/8 inch red color strip on white color straw, solid red color, or solid green color. Wrapped for use at non-dispenser locations such as on food carts. Packed 300 straws/ctn., 24 ctns./cs., 7,200/cs.  Approved Brand(s): Cardinal # 48515 JET # G 581 Jetsource # WG 23 Sweetheart # 824 R Merchants paper # JRMI STNSJ 197-0702  State pack size:  Brand/Number  Comments: |   |                    |
| 58.   | 15   | CS.   | STRAWS, UNWRAPPED GIANT MILKSHAKES (0702340): Minimum 7 3/4" length; minimum .294 inch inside diameter; polypropylene construction; 1/8 inch red color strip on white color straw, solid red color; or solid green color unwrapped for use in mechanical, counter- type straw dispenser; packed 150 straws/cts. 50/ctns./cs (7,500 straws per case).  Approved Brand(s): Cardinal # 510008 Dispoz-o # DSGU50/150S JET # G581 Jetsource # UG22 Sweetheart # 724R  State pack size:  Brand/Number  Comments:  |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 59.   | 400  | CS.   | STRAWS, WRAPPED MILK (0702360): Milk straw, slim, individually wrapped. Plastic construction. Approximately 5-3/4" long. Nonwhite color preferred, but same color required throughout. Packed 500/dispenser-type carton, 24 ctns./cs., 12,000/cs.  Approved Brand(s): Cardinal # 651-T Slim Jetsource # WM 12 Berkley STRAWMILKWR Daxwell # C10001366 Merchants Paper # STNL 146-0501 Ca  State pack size:  Brand/Number  Comments: |   |                    |
|       |      |       | Note: Pan Liners May Be Awarded As A<br>Lot   |   |                    |
| 60.   | 100  | CS.   | PAN LINERS, 12" x 20" x 6" (0702490): Pan liners to fit, 12 " x 20 " x 6 " pan. To be used in food preparation, cooking and holding, to prevent food from "baking on" and "burning on" to the pot or pan surface. Liner must withstand high temperatures (400° F/204° C). Packed 50/cs.  Approved Brand(s): Pansaver # 42002  State pack size:  Brand/Number  Comments:   |   |                    |

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| 61.   | 400  | CS.   | PAN LINERS, 18" x 26" (0702500): Pan liners to fit 18 " x 26 " pan. To be used in food preparation, cooking and holding, to prevent food from "baking on" and "burning on" to the pot or pan surface. Liner must withstand high temperatures (400° F/204° C). Packed 100/cs.  Approved Brand(s): PanSaver #42008 Elkay # PTL 205285  State pack size:  Brand/Number  Comments:  |   |                 |
| 62.   | 100  | CS.   | BAKING PAN LINER 16"x 24" (0702940): Baking pan liner, Quilon treated. Pan liner should be approximately 16" x 24" to fit a standard size sheet pan. One time use that allows for easy release of baked products. Packed approximately 1,000/cs.  Approved Brand(s): Handiwack # HW-PL-25 Calico # 8815007654 Merchants Paper # 25Q1  State pack size:  Brand/Number  Comments: |   |                 |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
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| 63.   | 1200 | CS.   | TRAYS, 3-COMPARTMENT WITH HINGED LID (0702590): 3 compartment tray with hinged lid. Approximately 8-1/2 " x 8 " x 1-3/4 ", disposable foam construction. Subtle, non-white color preferred. Packed 200/cs.  Approved Brand(s): Dart # 85 HT 3 Genpak # 22310 Pactiv # YTD18803EC  State pack size:  Brand/Packed in Cardboard Case  Product to be shipped shrink-wrapped and palletized on a standard 48" x 40" grocery pallet, stacked no more than 84" or 4 tiers high. If not shipped as specified, product can be refused.  Brand/Number  Comments: | Example co., co                                     |                 |
| 64.   | 1100 | CS.   | TRAYS, NON-COMPARTMENTED (0702570): Non-compartmented tray. Approximately 10 " x 8 " x 5/8 inch, disposable foam construction. Subtle, non-white color preferred. Packed 125/sleeve, 4 sleeves/cs., 500/cs. Approved Brand(s): Genpak # 8 SYB Pactiv # OTF 3-08 SO Pactiv # 85  State pack size:  Must be packed in cardboard case. Does your company pack in cardboard cases? Yes No  Product to be shipped shrink-wrapped and palletized on a standard 48" x 40" grocery pallet, stacked no more than 84" or 4 tiers high.                            |   |                 |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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|       |      |       | If not shipped as specified, product can be refused.  |   |                    |
|       |      |       | Brand/Number  |   |                    |
|       |      |       | Comments:   |   |                    |
|       |      |       | OR  |   |                    |
| 65.   | 1100 | CS.   | TRAYS, NON-COMPARTMENTED, BLACK (0702570): Non-compartmented tray. Approximately 10 " x 8 " x 5/8 inch, disposable foam construction. Packed 125/sleeve, 4 sleeves/cs., 500/cs.  Approved Brand(s): Genpak # 8 SYB Pactiv # OTF 3-08 SO Pactiv # 85  State pack size:  Must be packed in cardboard case. Does your company pack in cardboard cases? Yes No  Product to be shipped shrink-wrapped and palletized on a standard 48" x 40" grocery pallet, stacked no more than 84" or 4 tiers high. If not shipped as specified, product can be refused.  Brand/Number  Comments: |   |                    |
|       |      |       |   |   |                    |

| Item: | Qty:                            | Unit:                    | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
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| 66.   | 500                             | CS.                      | BOWLS, HOT OR COLD FOOD CONTAINER, 5 OZ. (0702390): Bowls, hot/cold, 5 oz. round or rounded-square design, disposable foam construction. Subtle, non-white color preferred. Packed 1,000/cs.  Approved Brand(s): Dart # 5 BWWC Concorde   |   |                 |
|       |                                 |                          | Genpak # 80500 Darnel # DU 5005501 State pack size:   |   |                 |
|       |                                 |                          | Brand/Number Offered Comments:  |   |                 |
| 67.   | 125<br>125<br>125<br>125<br>125 | CS.<br>CS.<br>CS.<br>CS. | SANDWICH WRAP: Sandwich wrap. Approximately 10-1/2 " x 13 ", aluminum foil glued to paper backing with your stock decorative design print in blue, yellow, green, red, and purple. Packed 2,000 sheets/cs. Do not include ECSD logo.  Mixed pallets are not acceptable.  0702680 – w/o ECSD logo- blue 0702690 – w/o ECSD logo- yellow 0702700 – w/o ECSD logo- green 0702710 – w/o ECSD logo- purple  Approved Brand(s): Reynolds Cushion-Fold Sandwich Wrap Papercon Volflex # 0702680-2720  State pack size:  Brand/ Product Number  Comments: |   |                 |

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| 68.   | 200  | CS.   | TRAYS, HOT DOG WITH HINGED LID (0702380): Hot dog tray with hinged lid. Approximately 7.3" x 3"x 2", disposable foam construction. Subtle, non-white color preferred. Packed 500/cs.  Approved Brand(s): Dart # 72 HT 1 Genpak # 21100 Pactiv # YTH1-0098 Darnel # DU 409101  State pack size:  Brand/ Product Number  Comments:  |   |                 |
| 69.   | 600  | bx.   | PAPER, DELICATESSEN, FOR SANDWICH WRAP (0702790): Delicatessen paper. Approximately 12 " x 10-3/4 ", dry wax paper construction, interfolded, single sheets packed in dispenser carton. Packed 500 sheets/bx.  Approved Brand(s): Brown Company # 2112 Deli Paper # G-12 Papercon # WF-12 Dixie # RW126 Handy Wacks # EZ-12  State pack size:  Brand/ Product Number  Comments: |   |                 |

| Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left  | EXTENDED PRICE:   |
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|      |       |  | Example – cs.; ea   |   |
| 75   | CS.   | BAGS, PAPER SANDWICH WITH OPEN TOP (0702800): Paper sandwich bags. Approximately 6" x 3/4" x 7 1/4", higher convex back flap, dry wax paper construction. Packed 1,000/ctn., 2 ctns./cs. 2,000/cs.  Approved Brand(s): Bagcraft # 300405 Brown Paper # 704-19 WC Fisher # 508 Gilchrist # G 67 Grey Brothers # 102 Sweetheart # B 2 M  State pack size:  |   |   |
|      |       | Brand/Number  Comments:  |   |   |
|      |       | OR   |   |   |
| 75   | CS.   | BAGS, PAPER SANDWICH WITH OPEN TOP, WITH FOOD SERVICE LOGO (0702800): Paper sandwich bags. Approximately 6" x 3/4" x 7 1/4", higher convex back flap, dry wax paper construction. Packed 1,000/ctn., 2 ctns./cs. 2,000/cs. Refer to Attachment A – Color logo, 2" diameter in size.  Approved Brand(s): Bagcraft # 300405 Brown Paper # 704-19 WC Fisher # 508 Gilchrist # G 67 Grey Brothers # 102 Sweetheart # B 2 M  State pack size: |   |   |
|      | 75    | 75 cs.   | 75 Cs. BAGS, PAPER SANDWICH WITH OPEN TOP (0702800): Paper sandwich bags. Approximately 6" x 3" x 7 1/", higher convex back flap, dry wax paper construction. Packed 1,000/ctn., 2 ctns./cs. 2,000/cs.  Approved Brand(s): Bagcraft # 300405 Brown Paper # 704-19 WC Fisher # 508 Gilchrist # G 67 Grey Brothers # 102 Sweetheart # B 2 M  State pack size:  Brand/Number  Comments:  OR  75 Cs. BAGS, PAPER SANDWICH WITH OPEN TOP, WITH FOOD SERVICE LOGO (0702800): Paper sandwich bags. Approximately 6" x 3/" x 7 1/", higher convex back flap, dry wax paper construction. Packed 1,000/ctn., 2 ctns./cs. 2,000/cs. Refer to Attachment A – Color logo, 2" diameter in size.  Approved Brand(s): Bagcraft # 300405 Brown Paper # 704-19 WC Fisher # 508 Gilchrist # G 67 Grey Brothers # 102 Sweetheart # B 2 M  State pack size:  Brand/Number | 75 Cs. BAGS, PAPER SANDWICH WITH OPEN TOP (0702800): Paper sandwich bags. Approximately 6" x 3" x 7 'x", higher convex back flap, dry wax paper construction. Packed 1,000/ctn., 2 ctns./cs. 2,000/cs.  Approved Brand(s): Bagcraft # 300405 Brown Paper # 704-19 WC Fisher # 508 Gilchrist # G 67 Grey Brothers # 102 Sweetheart # B 2 M  State pack size:  Brand/Number  Comments:  OR  75 cs. BAGS, PAPER SANDWICH WITH OPEN TOP, WITH FOOD SERVICE LOGO (0702800): Paper sandwich bags. Approximately 6" x 'x'' x 7 'x'', higher convex back flap, dry wax paper construction. Packed 1,000/ctn., 2 ctns./cs. 2,000/cs. Refer to Attachment A — Color logo, 2" diameter in size.  Approved Brand(s): Bagcraft # 300405 Brown Paper # 704-19 WC Fisher # 508 Gilchrist # G 67 Grey Brothers # 102 Sweetheart # B 2 M  State pack size:  Brand/Number |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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| 72.   | 250  | rl.   | ALUMINUM FOIL (0702730): Aluminum foil. Approximately 18 " wide x 500 feet long, .001 gauge thickness, 10 lbs. net weight per roll, silver color; packed in dispenser carton with sturdy cutter-edge attachment.  Approved Brand(s): Reynolds # 624 Durable Packaging # 91805 Daxwell # J1000 2275 EIDorado Foil # 297  State pack size:  Brand/Number Offered  Comments:  |   |                    |
| 73.   | 75   | CS.   | GARBAGE CAN LINERS FOR USE IN 20 GAL. CAN (0702890): Garbage can liners, 20 gallon capacity. Approximately 33 " wide x 40 " long, minimum .70 mil, low density polyethylene (LDPE), star-sealed bottom, approximate case weight 16.1 pounds, black color. Packed 250/cs.  Approved Brand(s): All American Poly # 33x40 XHVY Calico # 9940153 Pitts Plastic # B 74030 K (extra heavy) Fortune # CRLD 40 HB Central Poly # CP 3340 XHVY Interboro # 3340-X-HVY (Bid A) Unipak Corp # 40HV2 Interboro Packaging # 33xc40 Xhvy  State pack size:  State case weight:  Brand/ Product Number  Comments: |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
|-------|------|-------|---|---|-----------------|
| 74.   | 2000 | CS.   | GARBAGE CAN LINERS FOR USE IN 56 GAL. CAN: (0702920): Garbage can liners, 56 gallon capacity. Approximately 38 " x 58 " long, minimum 2 mil., extra heavy duty, black color. Packed 100/cs. Low density.  Approved Brand(s): Calico # 9911295 Central Poly # CP3858K2 Unipak Corp # 602 Interboro Packaging # INT-3858 Super Exhvy Interboro Packaging # INT-3852-Super XH  State pack size: State Case Weight:  Brand/Product Number  Comments:  |   |                 |
| 75.   | 12   | gal.  | POLISH LIQUID ALUMINUM (0701160): Polish for stainless steel and aluminum finishes. Must result in a protected soil resistant bright finish and facilitate further cleaning of the surface after several applications. Must be a spray or wipe on type and easily removed with a clean, dry cloth. Label of each bottle must have complete directions for use. Gallon size.  Approved Brand(s): Sheila Shine # SSI4 Steel Bright/Pride Enterprises  State pack size:  State case weight:  Brand/Product Number  Comments: |   |                 |

| Item: | Qty: | Unit: | Description:   | UNIT PRICE:       | EXTENDED |
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|       |      |       | •  | defined at left   | PRICE:   |
|       |      |       |  | Example – cs.; ea |          |
| 76.   | 120  | gal.  | OVEN CLEANER, ACID TYPE  |                   |          |
|       | 0    | 9     | DEGREASER (0701080):   |                   |          |
|       |      |       | Oven cleaner/degreaser, acid type, liquid,   |                   |          |
|       |      |       | with the following characteristics:  |                   |          |
|       |      |       |  |                   |          |
|       |      |       | (a) A minimum Brookfield viscosity of 1000   |                   |          |
|       |      |       | cp@0.6 rpm, spindle #2 and 250 cp@30   |                   |          |
|       |      |       | rpm, spindle #2. These properties will ensure  |                   |          |
|       |      |       | that the product will pump through a trigger sprayer to produce a thickened rich foam, |                   |          |
|       |      |       | which will cling to vertical walls in oven and   |                   |          |
|       |      |       | grills, allowing enough residence time to  |                   |          |
|       |      |       | react with carbonized soils so that they can   |                   |          |
|       |      |       | be removed.  |                   |          |
|       |      |       | (b) A lemony fragrance with a slight ammonia   |                   |          |
|       |      |       | odor.  |                   |          |
|       |      |       |  |                   |          |
|       |      |       | (c) Using the foam height test which consists  |                   |          |
|       |      |       | of 20 tumbles in a 250 ml graduated cylinder,  |                   |          |
|       |      |       | the product shall produce a foam height of no  |                   |          |
|       |      |       | less than 9.0 " and, when mixed with 5%  |                   |          |
|       |      |       | Crisco, produce a foam height of no less than 7 ".                                     |                   |          |
|       |      |       | 7.   |                   |          |
|       |      |       | (d) The product shall have a total alkalinity of                                       |                   |          |
|       |      |       | Na2O to the methyl orange endpoint of 10%  |                   |          |
|       |      |       | min to 11.5% max as determined by titration  |                   |          |
|       |      |       | with I N sulfuric acid.  |                   |          |
|       |      |       | This product application is to remove burned   |                   |          |
|       |      |       | on carbonized soils found on both the interior   |                   |          |
|       |      |       | and exterior of commercial food service  |                   |          |
|       |      |       | equipment manufactured of stainless steel,   |                   |          |
|       |      |       | glass, and porcelain.  |                   |          |
|       |      |       | Packaging: Should be in 1 gallon containers  |                   |          |
|       |      |       | that are UN certified for shipping hazardous   |                   |          |
|       |      |       | materials by U.S. DOT. Bottle shall be   |                   |          |
|       |      |       | screen printed with non-removable UV   |                   |          |
|       |      |       | curable inks and have clear quick and easy   |                   |          |
|       |      |       | use and safety instructions.   |                   |          |
|       |      |       | Approved Brand(s):   |                   |          |
|       |      |       | Midlab # KS 2500   |                   |          |
|       |      |       | Betco # 13904  |                   |          |
|       |      |       | Affclean # 1414  |                   |          |
|       |      |       | State pack size:   |                   |          |
|       |      |       | State case weight:   |                   |          |
|       |      |       | 40   |                   |          |
|       | İ    |       | 48   |                   |          |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
|-------|------|-------|---|---|--------------------|
|       |      |       | Approved Brand(s): Midlab # KS 2500 Betco # 13904 Affclean # 1414 Misco Grill Glo State pack size: State case weight:   |   |                    |
|       |      |       | Brand/Number Comments:  |   |                    |
| 77.   | 15   | CS.   | "PLEXIGLASS" CLEANER (0702100): Plexiglass cleaner for cleaning sneeze guards and end panels on serving counter components. Must be non-abrasive and coat "Plexiglass" with a water repellant, antistatic shield that resists fogging, meeting Federal specification PP560 Type 1; provide MSDS for product safety information. Packed 12/1 pint cns/case.  Approved Brand(s): Permatex # 403D Betco # 19212  State pack size:  Brand/Number  Comments: |   |                    |
| 78.   | 150  | rl.   | FOOD SERVICE WIPE, DISPOSABLE (0703090): Disposable wipe maintains strength in solvent as well as laundered shop towels. Reusable, durable and extremely absorbent. Made using fast absorbent material. Color, white. Wipe should be approximately 9.1" X 16.8". 400 sheets/roll. Dispenser to be provided from vendor.  Approved Brand(s): Kimberly Clark # X80-41048 Pro-Series # 93580   |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
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|       |      |       | State pack size:  |   |                    |
|       |      |       | Brand/Number  |   |                    |
|       |      |       | Comments:   |   |                    |
| 79.   | 120  | bx.   | SCOURING PADS (0701250): Scouring pad, hand-size, <b>course</b> fiber, nylon. White in color. 3.5" x 5" x 3/4". Packed 12 - 20/bx.  Approved Brand(s): Scotch-Brite# 3-M 88N Disco # DSPP80                       |   |                    |
|       |      |       | State pack size:  |   |                    |
|       |      |       | Brand/Number  |   |                    |
|       |      |       | Comments:   |   |                    |
| 80.   | 125  | bx.   | SCOURING PADS (0701240): Scouring pad, hand-size, <b>fine</b> fiber, nylon. White in color. 6" x 9" x 3/8". Packed 20/bx.  Approved Brand(s): Americo # 510110 DS # LD69 State pack size:  Brand/Number Comments: |   |                    |
|       |      |       |   |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
|-------|------|-------|---|---|--------------------|
| 81.   | 1600 | bx.   | STAINLESS STEEL SCOURING SPONGE (0701270): Scouring sponge, stainless steel, for removing burned on particles on aluminum, stainless steel and tinned surfaces. Packed 20/bx.  Approved Brand(s): Calico # 24 TSH 105 D Disco # SSP-50  State pack size:  Brand/Number  Comments:   |   |                    |
| 82.   | 400  | CS.   | SOAP POWDER (0701060): Soap powder for laundry and general cleaning use. Packed 33 oz./bx.15 bx./cs.  Approved Brand(s): Tide Proctor & Gamble # 27782  State pack size:  State case weight:  Brand/Number  Comments:   |   |                    |
| 83.   | 180  | qt.   | POLISH LIQUID ALUMINUM (0701170): Liquid polish for stainless steel and aluminum finishes. Must result in a protected soil resistant bright finish and facilitate further cleaning of the surface after several applications. Must be a spray or wipe on type and easily removed with a clean, dry cloth. Label of each bottle will have complete directions for use. Quart size.  Approved Brand(s): No Approved Brands. Samples Required.  State pack size: |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED PRICE: |
|-------|------|-------|---|---|-----------------|
|       |      |       | Brand/Number  |   |                 |
|       |      |       | Comments:   |   |                 |
| 84.   | 8    | pail  | CLEANER TABLETS – FOR COMBI OVEN (0700180): Tablet to clean oven, formulated for combi oven cleaning. 100 tablets per pail.  Approved Brand(s): Rational # 56.00210A  State pack size:  |   |                 |
|       |      |       | Brand/Number Comments:  |   |                 |
| 85.   | 8    | pail  | CLEANER/RINSE AID TABLETS, RATIONAL – FOR COMBI OVEN (0700190): Tablet to clean with rinse agent for combi oven cleaning. 100 tablets per pail.  Approved Brand(s): Rational # 56.00210A  State pack size:  Brand/Number  Comments: |   |                 |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
|-------|------|-------|---|---|--------------------|
| 86.   | 10   | bx.   | SOAP PACKAGE FOR KIMBERLY CLARK DISPENSER #91030 (0701000): Hand soap for cafeteria employees to use to clean and sanitize their hands for food production as required by HRS and USDA health regulations during food production and service. Packed 12 pks/box.  Product characteristics to be as follows:  Color: transparent or pale Fragrance: lightly medicinal Viscosity: 500 – 1,500 cps Ph: 6.0 – 7.0  Please attach to bid the product date, microbial kill time test and efficacy data Packed 12 packages per box.  Approved Brand(s): E-2 Rated Cleanser by Sani-Fresh International  Kimberly Clark # 91030  Betco # 78129  State pack size:  State case weight:  Brand/Number  Comments: |   |                    |
|       |      |       |   |   |                    |

| Item: | Qty: | Unit: | Description:  | UNIT PRICE:<br>defined at left<br>Example – cs.; ea | EXTENDED<br>PRICE: |
|-------|------|-------|---|---|--------------------|
| 87.   | 15   | CS.   | HOOD DETERGENT (0701070): Hood detergent, concentrated for autowash. Nonflammable, non-caustic, and non-irritating to skin. Biodegradable. Packed 1 gallon. 4/cs.  Approved Brand(s): National Colloid Super "C"  State pack size:  State case weight:  Brand/Number  Comments:   |   |                    |
| 88.   | 200  | CS.   | Disposable Baker's Rack Covers (New Item, No Number)  Professional, commercial-grade food rack cover bags. Cover should be approximately 52"X 80" with an approximately 15 micron thickness. Fit standard food racks to avoid contamination, serve as a moisture barrier, odor barrier and keep baked goods fresh. Rack covers must be translucent for quick food identification. Cover should comply with FDA and USDA guidelines for food storage. Packed 50 cover bags per case.  Approved Brand: Heritage Z0480XNR01  State pack size:  State case weight:  Brand/Number  Comments: |   |                    |

# Florida Department of Agriculture and Consumer Services Bureau of General Services DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION

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

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

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

| <br>VENDOR'S SIGNATURE |  |
|------------------------|--|

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

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

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

| (1) | The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its |
|-----|---|
|     | principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily  |
|     | excluded from participation in this transaction by any Federal department or agency.                      |
|     |   |

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE(S)

| GANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME |
|-----------------|---------------------------------|
|                 |                                 |

DATE

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#### **Instructions for Certification**

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

### FORM P-002 Reference Release Form

| <u> </u>  |   |
|---|---|
| (Name/ Title) give Escambia County School District, Florida | (Name Of Company) authorization to check our company's previous performance |
| Authorizing Signature:                                      |   |
|   |   |
| District may be used as your reference.                     | IE ESCAMBIA COUNTY SCHOOL DISTRICT, the School                              |
| R   | EFERENCE  |
| COMPANY NAME:   |   |
|   |   |
| COMPANY ADDRESS:  |   |
|   |   |
| CONTACT PERSON:   |   |
| PHONE NUMBER:   | FAX NUMBER:   |
| CONTACT'S EMAIL ADDRESS:                                    |   |
|   |   |
|   | FFFDFNOF  |
| R   | EFERENCE  |
| COMPANY NAME:   |   |
| COMPANY ADDRESS:  |   |
|   |   |
| CONTACT PERSON:   |   |
| PHONE NUMBER:   | FAX NUMBER:   |
| CONTACT'S EMAIL ADDRESS:                                    |   |

#### **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
  - (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that:
  - (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

| Signature of Vendor's Authorized R                                     | Representative |          |                        |
|--|----------------|----------|------------------------|
| Date In accepting this offer, the National                             |                |          |                        |
| employees or agents have not ta<br>Vendor's offer to which this docume |                |          | he independence of the |
| Signature of Authorized Sponsor R                                      | epresentative  | <br>Date |                        |

#### **NON-COLLUSION AFFIDAVIT**

| STATE OF   |  |  |   |
|--|--|--|---|
| COUNTY OF  |  |  |   |
|  | being first duly s   | worn, deposes and says t   | :hat:   |
| BIDDER is the  |  |  |   |
| (Owner, Partner, Officer, Representative of  | or Agent)  |  |   |
| BIDDER is fully informed respecting the circumstances respecting such Bid;   | preparation and conten   | its of the attached Bid ar   | nd of all pertinent   |
| Such Bid is genuine and is not a collusive   | or sham Bid;   |  |   |
| Neither the said BIDDER nor any of its parties in interest, including this affidavit, or indirectly, with any other BIDDER, firm the Contract for which the attached Bid such Contract; or have in any manne communications, or conference with any Bid or any other BIDDER, or to fix any owany other BIDDER, or to secure through advantage against (Recipient), or any personal security of the said of the sai | have in any way collude<br>n or person to submit a<br>has been submitted; or<br>r, directly or indirectly<br>BIDDER, firm, or perso<br>verhead, profit, or cost e<br>any collusion conspirac | ed, conspired, connived of collusive or sham Bid in to refrain from bidding in a sought by agreement on to fix the price or price element of the Bid Price or y, connivance, or unlawful | or agreed, directly no connection with no connection with or collusion, or es in the attached or the Bid Price of |
| The price of items quoted in the attac<br>conspiracy, connivance, or unlawful agr<br>representatives, owners, employees or pa  | eement on the part of  | the BIDDER or any oth  | •   |
|  | I  | Ву   |   |
| Subscribed and sworn to befo   | ore me thisday of  |  | , 20  |
|  |  | Notary F   | Public (Signature)  |
|  |  | My Com   | nmission Expires:   |
|  |  |  |   |

