



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0534

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.browardschools.com

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Superintendent of Schools

June 16, 2016

ADDENDUM 1
BID No. 17-043B
PAPER AND PLASTIC ITEMS FOR CAFETERIAS

TO: ALL BIDDERS

This Addendum amends the above-referenced Bid in the following particulars only:

1. As a reminder, the due date for this ITB is June 28, 2016.
2. Attached are the responses to the questions received.
3. **DELETE:** Page 50 of 93 Pages **INSERT:** Page 50 of 93 Pages – **REVISED** –
(Group Minimum Shipment has been increased)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-043B, Bidder certifies acceptance of this Addendum.

Sincerely,

Larissa M. Seda
Purchasing Agent I

Page 1 of 5 Pages

- **QUESTION #1:**
Can you please provide me with the previous award information and tabulations?

ANSWER TO QUESTION #1:

The tabulation for the previous award may be accessed at the following link:

[http://bcpsagenda.browardschools.com/agenda/00999/Item%20EE-2%20\(19218\)/index.html](http://bcpsagenda.browardschools.com/agenda/00999/Item%20EE-2%20(19218)/index.html)

- **QUESTION #2:**
Is HMA of Miami (dba AGE Paper & Aluminum Products) an approved vendor?

ANSWER TO QUESTION #2:

Yes, HMA of Miami (dba AGE Paper & Aluminum Products) is an approved vendor with the School Board of Broward County

- **QUESTION #3:**
What is length of bid contract(s)? Is this correct: The awarded bid *starts* Oct. 1, 2016 and *ends* March 31, 2018?

ANSWER TO QUESTION #3:

As indicated in Special Condition 2 of the solicitation: "**TERM:** The award of this bid shall establish a contract for the period beginning October 1, 2016 and continuing through March 31, 2018."

- **QUESTION #4:**
What is the format for quotation? Unit price AND total cost per case are both required?

ANSWER TO QUESTION #4:

The format for the quotation is Unit Price AND Total Cost for the quantity stated on the Bid Summary Sheet. Both the Unit Price AND Total Cost are required.

- **QUESTION #5:**
Are pallets returnable?

ANSWER TO QUESTION #5:

Please refer to Special Condition 18 - **MATERIAL LOGISTICS DELIVERY AND PALLETS** where it states "No pallet exchange."

➤ **QUESTION #6:**

How likely are contract extensions and escalations, if any?

ANSWER TO QUESTION #6:

With regards to extensions, please refer to Special Condition 10- **CONTRACT RENEWAL**: "The term of the bid shall be for eighteen (18) months and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period." The decision to renew or extend a contract can't be predicted at this time.

On the topic of escalations, please refer to Special Condition 22 - PRICE ADJUSTMENTS: "Prices offered shall remain firm through contract expiration date. A request for price adjustment may be submitted only at the time of invitation to renew contract."

➤ **QUESTION #7:**

A) Is the quantity next to item number the estimated order quantity?

B) Is this number for the whole duration of contract term and/or can this number change?

ANSWER TO QUESTION #7:

A) Yes, the estimated order quantity is indicated next to the item number. In the case shown below, for example, the estimated order quantity is 1,000.

| | |
|----------------|--|
| <u>ITEM 1:</u> | <u>(TO BE AWARDED AS A GROUP)</u> |
| A. 1,000 each | SAP #1000381 WRAP, UTILITY PLASTIC WITH SLIDE SAFETY CUTTER 18" |

B) Please refer to Special Condition 11 - QUANTITIES: "The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time."

➤ **QUESTION #8:**

What would be the procedure for getting on the Approved Brands List?

ANSWER TO QUESTION #8:

As per Special Condition 6 – **SAMPLES:** No alternate brands will be accepted at this time for items stating “**ONLY Approved Brands.**” However, vendors wishing to have brands considered for **the next solicitation**, may furnish samples of their items after the current bid has been awarded.

If the item is already identified with “**or other brands meeting bid specifications,**” then Bidders may submit samples as indicated on Special Condition 6 – “**SAMPLES:** If bidding other than the make(s) and model(s) specified in this bid (**allowed only where ‘or other brands meeting bid specifications’ is stated**), the **exact** sample of the bid item offered must be furnished to SBBC Procurement and Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, **in time for bid opening or upon request**, at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER’S NAME, BID NUMBER AND BID ITEM NUMBER.** SBBC will **REJECT** any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3). No alternate brands will be accepted at this time for items stating “**ONLY Approved Brands**”.

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| ITEM 21: | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | | |
| D. | 1,900,000 trays | | |
| | SAP #1000394 | | |
| | TRAY, THREE-POUND | | |
| | Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. #300, 8.125" L x 5.875" W x 2.125" H Poly coated or clay coated. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers. Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</u> | | |
| | <u>ONLY</u> Approved Brands: Georgia Pacific Model RP-3008, Superior Quality Products (SQP) Model 8153, International Paper Model RT48, Southern Champion Model 0425, <u>ONLY</u>. | \$ _____ | /tray \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of trays per case: _____ | | |
| | Number of cases per pallet: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

TOTAL ITEM 21 (A THROUGH D).....\$ _____

Group Minimum Shipment – Item (21A thru 21D):/cases
 (must not exceed 400 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as



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June 3, 2016

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DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid - 17-043B: Paper and Plastic Items for Cafeterias**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Paper and Plastic Items for Cafeterias**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0524 or via e-mail to Larissa.Seda@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **M/WBE CERTIFICATION/PARTICIPATION – SEE EXHIBIT A**

SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC, Supplier Diversity & Outreach Program Office. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550.

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to Larissa.Seda@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Sincerely,

Larissa Seda
Purchasing Agent

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SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on **July 25, 2016 at 3:00 p.m. ET**, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

37. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) 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 bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754-321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within SBBC's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
53. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee 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 or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **PAPER AND PLASTIC ITEMS FOR CAFETERIAS** as specified herein. Unit prices quoted shall include all shipping costs and delivery (F.O.B.) destination to SBBC's Central Warehouse (See address in Special Condition 23). SBBC personnel will unload.

One hard-copy bid and one identical electronic version of the bid, in PDF Format on CD/flash drive, should be submitted in time for bid opening to the following address: Procurement and Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning October 1, 2016 and continuing through March 31, 2018**. Bids will not be considered for a shorter period of time. Items will be ordered on an as-needed basis. If only one bid is received, the term of the contract will be reduced to one year.

3. **AWARD:** In order to meet the needs of SBBC, each item shall be awarded by **ITEM OR BY GROUP** to the two lowest responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, **it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award**. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second lowest Bidder if: a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Ms. Larissa Seda, Purchasing Agent, Procurement and Warehousing Services, 754-321-0524 or e-mail at Larissa.Seda@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Ms. Seda**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5 no later than noon on June 15, 2016**. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this bid (**allowed only where 'or other brands meeting bid specifications' is stated**), it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST**. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified in the bid. **FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE MAKE(S) AND MODEL(S) OFFERED IN THIS BID, WITH THIS BID OR UPON REQUEST, WILL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**

6. **SAMPLES:** If bidding other than the make(s) and model(s) specified in this bid (**allowed only where 'or other brands meeting bid specifications' is stated**), the exact sample of the bid item offered must be furnished to SBBC Procurement and Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, **in time for bid opening or upon request**, at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER AND BID ITEM NUMBER**. SBBC will **REJECT** any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3). No alternate brands will be accepted at this time for items stating "**ONLY Approved Brands**".

VENDOR NAME: _____

LS/as

SECTION 4, SPECIAL CONDITIONS (Continued)

7. **DELIVERY:** Bidder shall indicate delivery information on Bid Summary Sheets where indicated. Delivery is desired no later than **30 days after receipt of order (ARO)**. Offers, which exceed this period, may be rejected if it is in the best interest of SBBC.
8. **MINIMUM ORDER:** Bidder is to indicate, in the space provided, their minimum shipment on the bid item, which must not exceed the minimum shipment indicated. A Bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. **When requiring SBBC to purchase in multiples due to packaging, this multiple MUST NOT exceed the minimum shipment indicated.**
9. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and delivery problems.
10. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for eighteen (18) months and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 19 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
11. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
12. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet is: **a) no longer available** and has been replaced with a new updated model with new specifications, the Bidder should **submit complete descriptive literature** on the new model number; or **b) incorrect, the corrected model number should be noted** on the Bid Summary Sheet, in the space provided.
13. **MODEL UPDATES:** If, **during the contract period**, the awarded **model is discontinued** by the manufacturer, the Awardee must advise SBBC Procurement and Warehousing Services, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item. The new model must be the same make as the awarded contract item or a brand and model that is listed as an approved brand for that bid item and must be offered at the contract price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

VENDOR NAME: _____

LS/as

SECTION 4, SPECIAL CONDITIONS (Continued)

14. **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 7, ATTACHMENT 4 TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

15. **M/WBE UTILIZATION:** SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts.

An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority/women persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Bid.

16. **M/WBE UTILIZATION REPORTING:** In an effort to monitor the achievement of the M/WBE goal the Awardee(s) agrees to submit, a completed Monthly M/WBE Utilization Report form, **attached hereto as Exhibit "A"** and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Subcontractor Utilization Report. The Awardee(s) understands that each M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.

17. **INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301.**

- A. Material release number OR the control number
- B. Purchase Order number
- C. Complete description of the items
- D. Itemized list prices
- E. Total dollar amount will be net

VENDOR NAME: _____
LS/as

SECTION 4, SPECIAL CONDITIONS (Continued)

18. **MATERIAL LOGISTICS DELIVERY AND PALLETS:** On large orders, half trailer or larger, the Awardee will call SBBC, Materials Logistics Center at 754-321-4721 prior to delivery to arrange for a delivery schedule.

Product must be shipped shrink wrapped on 48" x 40", four-way flush pallets or otherwise referred to as the Grocery Manufacturer Association (GMA) pallets. No pallet exchange. **The Materials Logistics Center will not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Materials Logistics reserves the right to reject the shipment. The acceptable pallet grades will be:

- 1) **Premium** – A very clean pallet that has probably been used only a few times. There is little if any repairs to the pallet. The pallet will have no plates and no companion stringers.
 - 2) **Grade #1 or A Grade** – This is a GMA repaired, close to its original condition. Broken stringers may have been replaced or repaired with metal plates. All damaged deck boards are replaced. This is a fairly clean pallet that is structurally sound.
 - 3) **Grade #2 or B Grade** – This is a GMA, which has had stringer damage that has been repaired by attaching an additional stringer alongside the damaged one. This is commonly referred to as a companion stringer, block stringer and double stringer. The "B" grade pallets usually have two (2) or less repaired stringers. The deck configuration of the "B" grade pallet is not always consistent because these pallets have been repaired many times.
19. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee will be responsible for pick-up of defective/rejected materials. After 30 days notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee will be responsible for any disposition charges.
20. **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions; for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be **completed, signed** and submitted with the bid or upon request in order for the submitted bid to be considered. Every time a bid is submitted that includes reference to this Form, a new Form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. **A signature is required on BOTH the Form AND the Invitation to Bid page.** A signature on one document **cannot** be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature will result in rejection of bid submitted.**
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.

VENDOR NAME: _____

LS/as

SECTION 4, SPECIAL CONDITIONS (Continued)

22. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through contract expiration date. A request for price adjustment may be submitted only at the time of invitation to renew contract. Any request for price adjustment, with proper documented justification (letter from manufacturer indicating a price increase for the entire industry, not only for SBBC), shall be submitted, in writing, to the Procurement and Warehousing Services Department two weeks prior to the effective date of the requested adjustment and take effect only when the Awardee has received written approval from SBBC. Any price adjustment invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction.

Requests for price adjustments shall not exceed the percentage of change in the Producers Price Index (PPI) for the following NAICS codes, from the date of award, or shall not exceed 3%, whichever is less.

- 322 – Paper Mfg.
- 3261 – Paper Product Mfg.
- 32615 – Foam Product (Excluding Polystyrene) Mfg.
- 331315 – Aluminum Sheet Plate and Foil Mfg.

The PPI shall not be seasonally adjusted. In the event that the specified PPI, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

23. **MATERIAL LOGISTICS CENTER (WAREHOUSE) ADDRESS AND RECEIVING HOURS:** The Material Logistics Center (Warehouse) is located at 3800 NW 10th Avenue, Fort Lauderdale, Florida 33309. Receiving hours are from 7:00 a.m. to 1:30 p.m. ET, Monday through Friday except holidays. No delivery can be accepted after 1:30 p.m. Call for a delivery appointment at 754-321-4725.
24. **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 5, and submit with their bid.

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|---|-------------------|-------------------|
| <u>ITEM 1:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. | 1,000 each | | |
| | SAP #1000381 WRAP, UTILITY PLASTIC WITH SLIDE SAFETY CUTTER 18" Polyvinylchloride (PVC) film must provide strong cling for tightest seal without ripping or tearing from dispenser box. Must have a clean cut from dispenser box. Minimum 17-3/4" x 2000' in cutter dispenser box. Dispenser box must have a safe slide cutter or equivalent with a grip knob feature and "trolley" enclosure or equivalent to keep cutting blade locked safely and securely inside unit to minimize blade exposure. Slide cutter made of high-impact plastic and FDA approved . <u>Cutter shall not have any exposed blade(s)</u> . Product will be ordered per roll. Product must be shipped shrink-wrapped on pallets. No pallet exchange. ONLY Approved Brands: AEP Borden Model 30510400 with ZipSafe ZS182, Western Plastic Model 182Z, Darnel Model SDAJ18-2000F ONLY. | \$ _____ | /ea. \$ _____ |

Brand Offered: _____

Model Offered: _____

Size: _____ inches by _____ feet

Delivery (days ARO): _____

Minimum Shipment: _____

VENDOR NAME: _____

LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| <u>ITEM 1:</u> | <u>(TO BE AWARDED AS A GROUP - Continued)</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|--|-------------------|-------------------|
| B. | 800 each | | |
| | SAP #1000380 | | |
| | WRAP, UTILITY PLASTIC WITH SLIDE SAFETY CUTTER 12" | | |
| | Polyvinylchloride (PVC) film, clear. PVC film must provide strong cling for tightest seal without ripping or tearing from dispenser. Must have a clean cut from dispenser box. Color: Clear. Minimum 11-3/4" x 2000' in cutter dispenser box. Dispenser box must have a safe slide cutter or equivalent with a grip knob feature and "trolley" enclosure or equivalent to keep cutting blade locked safely and securely inside unit. Slide cutter made of high-impact plastic. FDA approved. <u>Cutter shall not have any exposed blade(s).</u> Product will be ordered by roll. Product must be shipped shrink-wrapped on pallets. No pallet exchange. | | |
| | ONLY Approved Brands: AEP Borden Model 30510200 (SW122) with ZipSafe ZS122, Western Plastics Model 122Z, Darnel Model SDAJ12-2000F <u>ONLY.</u> | | |
| | Brand Offered: _____ | \$ _____ | /ea. \$ _____ |
| | Model Offered: _____ | | |
| | Size: _____ inches by _____ feet | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| <u>ITEM 1:</u> | <u>(TO BE AWARDED AS A GROUP) – Continued</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|--|-------------------|-------------------|
| C. 900 each | SAP #1000336 FOIL, ALUMINUM Self-dispenser foil rolls. Box stores compactly when not in use. Unaffected by temperature. Always flexible. Heavy-weight minimum .001 gauge, minimum 18" width, 500 ft. per roll. Packed one roll per dispenser carton. Product will be ordered by roll. Product must be shipped shrink-wrapped. No pallet exchange. <u>ONLY Approved Brands: Novelis Model 1851, Pactiv Model 624, Western Plastics Model 286, Reynolds Model 624, Handi Foil of America Model 51808, Durable Model 91805 ONLY.</u> Brand Offered: _____ Model Offered: _____ Size: _____ inches by _____ feet per roll Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /ea. | \$ _____ |

TOTAL ITEM 1 (A THROUGH C).....\$ _____

Group Minimum Shipment – Items (1A and 1B): Each
 (must not exceed 150 each)

Group Minimum Shipment – Item (1C): Each
 (must not exceed 150 each)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|----------------|--|-------------------|-------------------|
| <u>ITEM 2:</u> | 100,000 sheets | SAP #1000364 WRAP, FOIL SANDWICH Aluminum foil, honeycomb laminated paper lined, cushion-fold, minimum sheet size 10-1/2" x 13". Pre-cut, inter-folded. Packed 500 sheets per package, 5 packages per case; 2,500 total sheets per case. FDA approved. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per sheet X number of sheets per case = cost per case.</u> <u>ONLY</u> Approved Brands: Reynolds Model 7512, Novelis Model 1310RS, Bagcraft Model 300809, Brown Paper Goods Model 5C13, Durable Model 1310FLS <u>ONLY</u>. | \$ _____ /sheet | \$ _____ |

Brand Offered: _____

Model Offered: _____

Number of sheets per case: _____

Delivery (days ARO): _____

Minimum Shipment: _____ cases (Must not exceed 150 cases)

VENDOR NAME: _____

LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| <u>ITEM 3:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|---|-------------------|-------------------|
| A. | 400,000 sheets | | |
| | SAP #1003973 WRAP, FOIL SANDWICH, PRINTED, RED/YELLOW Aluminum foil, honeycomb laminated paper lined, cushion-fold, minimum sheet size 10-1/2" x 14". Red/yellow three-in-one printed "hamburger/cheeseburger/special". Resists curl. Note: Product to be ordered in full case quantities. FDA Approved. Packed 4 packages of 500/sheets. Packed 2,000 sheets/case. <u>Product will be ordered by the case (unit price per sheet x number of sheets per case = cost per case.)</u> Product must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Bagcraft Model 300854, Brown Paper Goods Model 5C14-HC or other brands meeting bid specifications. | \$ _____ | /sheet \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of sheets per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-------------------|---|-------------------|-------------------|
| <u>ITEM 3:</u> | <u>(TO BE AWARDED AS A GROUP) - Continued</u> | | |
| B. 600,000 sheets | SAP #1003976 WRAP, FOIL SANDWICH, PRINTED, BLUE Aluminum foil, honeycomb laminated paper lined, cushion-fold, minimum sheet size 10-1/2" x 13". Blue checked design. Note: Product to be ordered in full case quantities. <u>Product will be ordered by case. (Unit price per sheet X number of sheets per case = cost per case).</u> FDA Approved. Packed 2 packages of 500/sheets. Packed 2,000 sheets/case. Note: Product to be ordered in full case quantities. Product must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Bagcraft Model 300829, Brown Paper Goods Model 5C13-BL or other brands meeting bid specifications. | \$ _____ | /sheet \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of sheets per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|--|-------------------|-------------------|
| <u>ITEM 3:</u> | | | |
| C. | 300,000 Sheets | | |
| | <u>(TO BE AWARDED AS A GROUP) - Continued</u> | | |
| | SAP #1003974 | | |
| | PAPER, DELI - RED CHECKED | | |
| | Paper waxed on one side, coated over ink to protect food. Microwaveable, grease resistant. Minimum size: 12" x 10-1/2". Note: Product to be ordered in full case quantities. Packed 2,000 sheets/case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case (unit price per sheet x number of sheets per case = cost per case).</u> | | |
| | Approved Brands: Bagcraft Model 300398, Brown Paper Goods Model 7P12-R or other brands meeting bid specifications. | \$ _____ | /sheet \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of sheets per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|---|-------------------|-------------------|
| ITEM 3: | <u>(TO BE AWARDED AS A GROUP) - Continued</u> | | |
| D. | 250,000 sheets | | |
| | SAP #1003975 | | |
| | WRAP, POLY WAX SANDWICH - BLUE OR RED PRINTED "DELICIOUS" | | |
| | Minimum size: 15" x 16". Blend of Polyethylene and wax on one side for heat and moisture retention. Note: Product to be ordered in full case quantities. Packed two packages of 500/sheets. Packed 1,000 sheets/case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <i>Product will be ordered by the case (unit price per sheet x number of sheets per case = cost per case.)</i> | | |
| | Approved Brands: Bagcraft Model 300334, Brown Paper Goods Model 7P15R or other brands meeting bid specifications. | | |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of sheets per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |
| | TOTAL ITEM 3 (A THROUGH D)..... | \$ _____ /sheet | \$ _____ |

Group Minimum Shipment – Item (3A thru 3D):...../cases
 (must not exceed 100 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|---|-------------------|-------------------|
| <u>ITEM 4:</u> | | | |
| 450,000 bags | SAP #1000383 BAG, DRY WAX SANDWICH Minimum 6-3/4" x 6-1/2". Packed 1000 - 6000 per box. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by box, not by case. A box is not a case. It is an individual box within a case. (Unit price per bag X number of bags per box = cost per box).</u> ONLY Approved Brands: Bagcraft Model 300401, Specialty Model 1201, Brown Paper Goods Model 704, Fischer Paper Model 508-8 ONLY. | \$ _____ /bag | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of bags per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|--------------|--|-------------------|-------------------|
| <u>ITEM 5:</u> | 400,000 bags | SAP #1000341 BAG, PLASTIC FOOD - GUSSETED Minimum 21" x 6" x 35". Packed 200 per case. .75 mil thickness. Product must be shipped shrink-wrapped on pallets. No pallet exchange. (See Special Condition 10). <i>Product will be ordered by case. (Unit price per bag X number of bags per case = cost per case).</i> <u>ONLY</u> Approved Brands: Fortune Plastics Model D-2135, Pabco Model 2735H, Interboro Model 21635-HVY <u>ONLY</u>. | \$ _____ /bag | \$ _____ |
| | | Brand Offered: _____ | | |
| | | Model Offered: _____ | | |
| | | Number of bags per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

ITEM 6: 600,000
bags

SAP #1000342

BAG, FREEZER STORAGE FOOD WITH TIES

Minimum size 12" x 18". Flat bag, 6 - 8 quart size. To be made of high-density polyethylene film in a roll dispenser box. Thickness: minimum .6 mil. Storage bags shall be **FDA approved** for food storage. NOTE: Product must be indicative of the primary use required of this bid. Bags manufactured for other than food storage shall not be accepted. Surface writeable with ballpoint pen. **Minimum of 1000 twist ties must be packaged in each box.** Packed 1000 per box. Product must be shipped shrink-wrapped on pallets. No pallet exchange. Bag color: Clear (see through). *Product will be ordered by box, not by case. A box is not a case. It is an individual box within a case. (Unit price per bag X number of bags per box = cost per box).*

Approved Brands: Handgards Model FB-18RM 303679976, Interboro #INT1218HVY or other brands meeting bid specifications.

\$ _____ /bag \$ _____

Brand Offered: _____

Model Offered: _____

Number of bags per **individual box**: _____

Delivery (days ARO): _____

Minimum Shipment: _____

VENDOR NAME: _____

LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|---|-------------------|------------------------------------|
| <u>ITEM 7:</u> | 50,000 covers | | |
| | SAP #1000343 | | |
| | COVER, BUN RACK | | |
| | Minimum size 52" x 80", star seal top, to be made of high-density/tear resistant polyethylene film. Minimum thickness .6 mil. Color: Clear (see through). Must fit over standard open backer's rack size 27"W x 21-1/2"L X 71-1/2"H and cover sheet pans without tearing. Product must cover entire rack. Shorter covers will not be accepted. Covers that tear on rack will not be accepted. Washable. Provides an excellent moisture vapor barrier. FDA approved for food service. NOTE: Product must be indicative of the primary use required for this bid. Covers used for other than food service shall not be accepted. <u>Packed not to exceed 50 covers per roll.</u> Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by a roll. (Unit price per cover X number of covers on a roll = cost per roll).</u> | | |
| | Approved Brands: Handgards Model RP-8052, Elkay Plastic Co #BOR 5280, Interboro Model INT-5280-H, or other brands meeting bid specifications. | \$ _____ /cover | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of covers per roll: _____ | | (Not to exceed 50 covers per roll) |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

Bid Items 8, 9 AND 10: CUPS MUST BE COMPATIBLE WITH LIDS AND LIDS MUST BE COMPATIBLE WITH CUPS AS STATED BELOW. THE TERM COMPATIBLE SHALL MEAN THE CUP AND LID SHALL FIT SECURELY WITH ONE ANOTHER. FAILURE OF THE LID OR CUP TO FIT SECURELY WITH THE APPROVED BRANDS AND MODELS STATED ON THE BID WILL RESULT IN DISQUALIFICATION OF BID ITEM.

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------------|---|-------------------|-------------------|
| <u>ITEM 8:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. | 1,000,000 cups | | |
| | SAP #1000358 | | |
| | CUP, STYROFOAM - SIX-OUNCE SIZE, SQUAT | | |
| | Six-ounce capacity. Self-insulating, white foam plastic containers. For hot or cold service, slightly flexible yet firm enough for easy handling. Holds heat, aroma and flavor, yet stays cool to the touch. Packed 1000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. | | |
| | Note: Must be compatible with Wincup FL6V (Item 8B) currently stocked in SBBC's Material Logistics Center. | | |
| | <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u> | | |
| | Approved Brands: Wincup Model F6 or other brands meeting bid specifications. | | |
| | Brand Offered: _____ | \$ _____ | /cup \$ _____ |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|--------------------------------------|---|--|---------------------------|
| ITEM 8: B. 300,000 lids | <u>(TO BE AWARDED AS A GROUP - Continued)</u> SAP #1000359 LID, SIX OUNCE SIZE WITH STRAW SLOT OR VENTED LID Translucent or clear polystyrene. Plastic must be free of sharp edges or burrs. Plastic edge smooth to the touch. Packed 500 or 1000 per case. Note: Must be compatible with Wincup Model F6 (Item 8A) currently stocked in SBBC's Material Logistics Center. Flat cover only. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <i><u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u></i> Approved Brands: Wincup Model FL6V or other brands meeting bid specifications. | NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH WINCUP MODEL F6 OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 8A <u>AT NO CHARGE TO SBBC.</u> DOES YOUR OFFER INCLUDE THIS REQUEST? <input type="checkbox"/> Yes <input type="checkbox"/> No | \$ _____ /lid \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |
| | TOTAL ITEM 8 (A THROUGH B)..... | | \$ _____ |

Group Minimum Shipment – Items (8A and 8B):/cases
(must not exceed 100 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|---|-------------------|-------------------|
| <u>ITEM 9:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. | 1,500,000 cups | | |
| | SAP #1000361 CUP, STYROFOAM - TWELVE-OUNCE SIZE Squat twelve-ounce cup. Self-insulating, white foam plastic containers. Must be compatible with Dart Model 12CLR (Item 9D) currently stocked in SBBC's Material Logistics Center. For hot or cold service, slightly flexible yet firm enough for easy handling. Holds heat, aroma and flavor, yet stays cool to the touch. Packed 1000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u> Approved Brands: Dart Model 12J12 or other brands meeting bid specifications. | \$ _____ /cup | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|---|-------------------|-------------------|
| ITEM 9: | <u>(TO BE AWARDED AS A GROUP – Continued)</u> | | |
| B. | 1,200,000 bowls | | |
| | SAP #1000386 BOWL, SOUP - STYROFOAM Styrofoam, 8 ounce capacity. Note: Must be compatible with Dart 20JL (Item 9C) currently stocked in SBBC's Material Logistics Center. (Packed 500 or 1000 per case) Self-insulating, white foam plastic containers. For hot or cold service, slightly flexible yet firm enough for easy handling. Holds heat, aroma and flavor, yet stays cool to the touch. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per bowl X number of bowls per case = cost per case).</u> Approved Brands: Dart Model 8SJ20 or other brands meeting bid specifications. | \$ _____ | /bowl \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of bowls per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-------------------------|---|--|---------------------------|
| ITEM 9: | <u>(TO BE AWARDED AS A GROUP) – Continued</u> | | |
| C. 700,000 lids | SAP #1000352 LID, EIGHT-OUNCE SIZE WITH CLEAR, VENTED COVER Translucent or clear polystyrene. Plastic must be free of sharp edges or burrs. Plastic edge must be smooth to the touch. Packed 500 or 1000 per case. Note: Must be compatible with Dart Model 8SJ20 (Item 9B) currently stocked in SBBC’s Material Logistics Center. Flat cover only. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u> | NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH DART MODEL 8SJ20 OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 9B <u>AT NO CHARGE TO SBBC.</u> DOES YOUR OFFER INCLUDE THIS REQUEST? <input type="checkbox"/> Yes <input type="checkbox"/> No | \$ _____ /lid \$ _____ |
| | Approved Brands: Dart Model 20JL or other brands meeting bid specifications. | | |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of lids per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------|--|-------------------|-------------------|
| ITEM 9: | <u>(TO BE AWARDED AS A GROUP) - Continued</u> | | |
| D. | 150,000 lids | | |
| | SAP #1005640 LID, 12-OUNCE, NON-VENTED Translucent or clear polystyrene. Flat cover. Lid must be free of sharp edges or burrs and smooth to the touch. Packed 500 or 1,000 per case. Note: Must be compatible with 12-Ounce Dart Model 12J12 (Item 9A) currently stocked in SBBC's Material Logistics Center. Product must be shrink-wrapped on pallets. No pallet exchange. | | |
| | <u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u> | | |
| | Approved Brands: Dart Model 12CLR or other brands meeting bid specifications. | | |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of lids per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |
| | TOTAL ITEM 9 (A THROUGH D)..... | | \$ _____ |

NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH DART MODEL 12J12 OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 9A AT NO CHARGE TO SBBC.

DOES YOUR OFFER INCLUDE THIS REQUEST?
 Yes No

\$ _____ /lid \$ _____

Group Minimum Shipment – Items (9A thru 9D):/cases
(must not exceed 200 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|-------------------|-------------------|
| <u>ITEM 10:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. | 400,000 cups | | |
| | SAP #1003690 CUP, STYROFOAM - BIG DRINK, 20 oz. Self-insulating, white styrofoam. For hot and cold service. Slightly flexible; firm enough for easy handling. Holds heat, aroma and flavor; stays cool to the touch. Packed 500 per case. Product must be shrink-wrapped on pallets. No pallet exchange. Note: Must be compatible with lid Dart 16SL or Wincup L18S – Item 10B. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u> Approved Brands: Dart Model 20J16, or other brands meeting bid specifications. | \$ _____ | /cup \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|--|-------------------|
| <u>ITEM 10:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| B. | 200,000 lids | | |
| | SAP #1003691 LID, PLASTIC - BIG DRINK 20 oz. Translucent or clear polystyrene with slotted straw. Plastic must be free of sharp edges and burrs. Plastic edge smooth to the touch. Packed 1000 per case. Product must be shrink-wrapped on pallets. No pallet exchange. | | |
| | Note: Must be compatible with cup Dart 20J16 or Wincup 20C18 – Item 10A. <u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u> | | |
| | Approved Brands: Dart Model 16SL, or other brands meeting bid specifications. | | |
| | | NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH DART MODEL 20J16 OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 10A <u>AT NO CHARGE TO SBBC.</u> | |
| | | DOES YOUR OFFER INCLUDE THIS REQUEST? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | \$ _____ /lid | \$ _____ |

Brand Offered: _____

Model Offered: _____

Number of lids per case: _____

Delivery (days ARO): _____

Minimum Shipment: _____

VENDOR NAME: _____

LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|---|---|-------------------|-------------------|
| ITEM 10: | <u>(TO BE AWARDED AS A GROUP) - Continued</u> | | |
| C. | 500,000 cups | | |
| | SAP #1000360 | | |
| | CUP, STYROFOAM, 8-OUNCE | | |
| | Eight-ounce capacity. Self-insulating, white foam plastic containers. For hot and cold service, slightly flexible yet firm enough for easy handling. Holds heat, aroma and flavor, yet stays cool to the touch. Packed 1,000 per case. No lid required. No pallet exchange. <i>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</i> | | |
| | Approved Brands: Dart Model 8J8, Wincup Model 8C8 or other brands meeting bid specifications. | \$ _____ | /cup \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |
| TOTAL ITEM 10 (A THROUGH C)..... | | | \$ _____ |

Group Minimum Shipment – Items (10A thru 10C):/cases
(must not exceed 200 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| ITEM 11: | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. | 1,000,000 cups | | |
| | SAP #1000346 CUP, PAPER DRINKING - FIVE-OUNCE SIZE Waxed. Packed 2400, 2500 or 3000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u> Approved Brands: Dixie Model 58PATH, Solo Model R53-00055, Fonda Model 54059 or other brands meeting bid specifications. | \$ _____ /cup | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |
| B. | 100,000 cups | | |
| | SAP #1000354 CUP, FRENCH FRY - 4.5 OUNCE With fold-top lid, "Munchie Cup" design. Grease resistant lining. Packed 1000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u> Approved Brands: Solo Model GF45-00645 or other brands meeting bid specifications. | \$ _____ /cup | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|--|---|-------------------|-------------------|
| ITEM 11: | <u>(TO BE AWARDED AS A GROUP)</u> - Continued | | |
| C. 200,000 | SAP #1000369 | | |
| bowls | BOWL, PAPER, 7" - 12-OUNCE, LOW PROFILE Molded paper, plasticized finish, white or pattern. Packed 1000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per bowl X number of bowls per case = cost per case.)</u> Approved Brands: Solo Inactive Model HWB12-J8001 or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of bowls per case: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /bowl | \$ _____ |
| TOTAL ITEM 11 (A THROUGH C) | | | \$ _____ |

Group Minimum Shipment – Item (11A thru 11C): /cases
 (must not exceed 150 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|-------------------|---|-------------------|-------------------|
| <u>ITEM 12:</u> | 800,000 plates | SAP #1000373 Plate, Paper - 8-1/2" to 9" Molded paper, plasticized finish, white or patterned, medium weight, deep well. Three layer design with soak proof shield (clay coated). Packed 500 to 1,000 per case. <u>Product must be shipped shrink-wrapped on pallets. No pallet exchange. Product will be ordered by case. (Unit price per plate X number of plates per case = cost per case.)</u> <u>ONLY</u> Approved Brands: Dixie Model UX9PATH, Solo Model MP9-J8001, Solo Model MP9B-2054, Fonda Model 50999 <u>ONLY</u>. Brand Offered: _____ Model Offered: _____ Number of plates per case: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /plate | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

NOTE: CUPS MUST BE COMPATIBLE WITH LIDS AND LIDS MUST BE COMPATIBLE WITH CUPS AS STATED BELOW. THE TERM COMPATIBLE SHALL MEAN THE CUP AND LID SHALL FIT SECURELY WITH ONE ANOTHER. FAILURE OF THE LID OR CUP TO FIT SECURELY WITH THE APPROVED BRANDS AND MODELS STATED ON THE BID WILL RESULT IN DISQUALIFICATION OF BID ITEM.

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-------------------|---|-------------------|-------------------|
| ITEM 13: | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. 6,000,000 cups | SAP #1000348 CUP, TWO-OUNCE SIZE - TRANSLUCENT Plastic must be free of sharp edges or burrs. Must be compatible with all brands and models listed as approved in with 13B. Plastic edge must be smooth to the touch, rolled rim. Packed 2,400, 2,500 or 5,000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u> <u>ONLY</u> Approved Brands: Dart Model 200PC, Pactiv YS-200, Fabrikal Model PC200 <u>ONLY</u>. Brand Offered: _____ Model Offered: _____ Number of cups per case: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /cup | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| <u>ITEM 13:</u> | <u>(TO BE AWARDED AS A GROUP - Continued)</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|----------------------|---|-------------------|-------------------|
| B. 4,000,000 lids | SAP #1000351 LID, TWO-OUNCE SIZE - CLEAR Translucent lid is <u>not</u> acceptable. Plastic must be free of sharp edges or burrs. Plastic edge must be smooth to the touch. (Must be compatible with all brands and models listed for Item 13A) Packed 2,400, 2,500 or 5,000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u> <u>ONLY Approved Brands: Solo Model PL2N, Pactiv/Prairie YLS2FR, Fabrikal Model XL250PC25 ONLY.</u> Brand Offered: _____ Model Offered: _____ Number of lids per case: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ | /lid \$ _____ |

TOTAL ITEM 13 (A THROUGH B).....\$ _____

Group Minimum Shipment - Item (13A thru 13B):/cases
 (must not exceed 150 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|---|-------------------|-------------------|
| <u>ITEM 14:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. | 5,000,000 liners | | |
| | SAP #1000368 LINER, PAN Minimum size: 16-3/8" x 24-3/8"; Quilon treated or treated with high-density paper, grease proof, minimum 24# finished weight. Packed 1000 liners per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per liner X number of liners per case = cost per case).</u> <u>ONLY</u> Approved Brands: Bagcraft/Papercon Model 25Q1, Georgia Pacific (Dixie) Model LO10, Tincum R-49, Dispozo Model BPL-R49, Norpak Model F25Q1M, McNarin Model 290001, Durable Packaging QPL-25 <u>ONLY</u> . | | |
| | Brand Offered: _____ | \$ _____ | /liner \$ _____ |
| | Model Offered: _____ | | |
| | Number of liners per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|-------------------|-------------------|
| <u>ITEM 14:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| B. 400,000 sheets | SAP #1000371 PAPER, DELI Minimum 8" x 10-3/4". Packed 500 sheets per box. <u>Note:</u> Product will be ordered in full case quantities. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product is distributed to schools by box not by case. A box is not a case. It is an individual box within a case. (Unit price per sheet X number of sheets per box = cost per box).</u> <u>ONLY</u> Approved Brands: Georgia Pacific Model RW86W, Bagcraft Model 011008, Marcal Model 5291, Norpak Model Flow8, Handiwacks Model EZ-8, McNarin Model 105502, Durable Packaging SW-8 <u>ONLY</u> . Brand Offered: _____ Model Offered: _____ Number of sheets per box (not a case): _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /sheet | \$ _____ |

TOTAL ITEM 14 (A THROUGH B).....\$ _____

Group Minimum Shipment – Items (14A thru 14B):/boxes or cases
 (must not exceed 300 boxes/cases – as stated)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|-------------------|-------------------|
| <u>ITEM 15:</u> | 15,000,000 sheets | | |
| | SAP #1000365 | | |
| | NAPKIN, PAPER (CAFETERIA) | | |
| | Size: 12"-13" x 17". Folded size: 5" x 6 ½" Must have a minimum of 30% post-consumer recycled material content. One-ply dispenser napkin. Shall be embossed and free of holes and tears. To be soft and absorbent with edges cleanly cut. Napkin must fit Napkin Dispenser from Dispense-Rite Model NLO-SWNH. Cases shall be stackable corrugated boxes. Packed 6000 – 7200 sheets per case, 500 - 600 sheets per pack. 12 packages per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per sheet X number of sheets per case = cost per case).</u> | | |
| | Approved Brands: Tork "SCA" Model D802A or other brands meeting bid specifications. | \$ _____ | /sheet \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of sheets per case: _____ | | |
| | Number of cases per pallet: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to exceed (300 cases) | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|-------------------|-------------------|
| <u>ITEM 16:</u> | 500,000 straws | | |
| | SAP #1000388 STRAW, PLASTIC JUMBO 7-3/4" Plastic, individually wrapped. Packed 500 or 1000 straws per box, 6,000-12,000 straws per case Product must be shipped shrink-wrapped on pallets. No pallet exchange. <i>Product will be ordered by case. (Unit price per straw X number of straws per case = cost per case).</i> <u>ONLY</u> Approved Brands: Solo Model 822WRX-2050, Cardinal-Wincup 510025, Cardinal Model 2851T, SQP Model 373, Dispozio Model DSJW24-500S, Pactiv STW-J77S-12 <u>ONLY</u>. Brand Offered: _____ Model Offered: _____ Number of straws per case: _____ Delivery (days ARO): _____ Minimum shipment not to exceed (10 cases) Minimum Shipment: _____ | \$ _____ /straw | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|---|-------------------|-------------------|
| <u>ITEM 17:</u> | 30,000 aprons | | |
| | SAP #1000337 APRON, PAPER - NON-FLAMMABLE Synthetic material, bib-style, non-woven, must be flame resistant, textured, minimum 28" wide x 35" long. Packed 100 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per apron X number of aprons per case = cost per case).</u> <u>ONLY</u> Approved Brands: Calico Model 10280A, Kentron Healthcare Model 283601, Safety Zone Model DAPP-28X36-PE, <u>ONLY</u> . | | |
| | Brand Offered: _____ | \$ _____ | /apron \$ _____ |
| | Model Offered: _____ | | |
| | Number of aprons per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to exceed (40 cases) | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|------------------|--|--------------------------|--------------------------|
| <u>ITEM 18:</u> | 150,000 boxes | SAP #1000391 Box, CHICKEN Cardboard material with SBS paper board on inside of box. Automatic folding bottom, tuck top, snaps together easily. Minimum of 9" x 5" x 3". Packed 200, 250 or 500 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per individual box X number of individual boxes per case = cost per case).</u> <u>ONLY</u> Approved Brands: Winchester Model CH-2, SOP Model 3505, Southern Champion Model 3505, Tropical Box Model 9x5x3 (.16 caliper), <u>ONLY</u>. | \$ _____ | /box \$ _____ |
| | | Brand Offered: _____ | | |
| | | Model Offered: _____ | | |
| | | Number of chicken boxes per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum shipment not to exceed (40 cases) | | |
| | | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--------|---|-------------------|-------------------|
| <u>ITEM 19:</u> | 50,000 | SAP #1000376 | | |
| | trays | TRAY, NACHO SNACK Clear plastic, minimum of 5" x 6-1/2" with separate three-ounce cheese compartment. Packed 500 or 1000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</u> <u>ONLY Approved Brands: Alcoa/Reynolds Model 1569G, DFI (Detroit Forming) Model LB562B2, Dart Model C56NT2, Douglas Stephens Model B856SP, Berkley Square Model NACH01-Clear ONLY.</u> | \$ _____ | \$ _____ |
| | | Brand Offered: _____ | /tray | |
| | | Model Offered: _____ | | |
| | | Number of trays per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum shipment not to exceed (25 cases) | | |
| | | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| <u>ITEM 20:</u> | 6,000,000 straws | | |
| | SAP #1000390 STRAW, 4-3/4" TO 5-1/2" Mini-sip, individually wrapped. One end pointed at a 45-degree angle to puncture juice. Color: white, yellow or red. Diameter approximately 1/8". FDA approved food grade polypropylene. Packed: 300, 500 or 1000 bundles per box; 12,000 straws per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <i>Product will be ordered by case. (Unit price per straw X number of straws per case = cost per case).</i> Approved Brands: Tubex Model 8150 3.5MM, Dispozo Model SSW24-500R, Daxwell C1000352 or other brands meeting bid specifications. | | |
| | Brand Offered: _____ | \$ _____ /straw | \$ _____ |
| | Model Offered: _____ | | |
| | Number of straws per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to exceed (50 cases) | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|---|-------------------|-------------------|
| <u>ITEM 21:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | | |
| A. | 6,000,000 trays | SAP #1004131 TRAY, HALF POUND Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. #50, 85 9/32" L x 3 3/4" W x 1 3/8" H Poly coated or clay coated. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers. Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</u> Approved Brands: Southern Champion Model 0409, SQP Model 8150, SQP Model 8708 or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of trays per case: _____ Number of cases per pallet: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /tray | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------------------|--|-------------------|--------------------|
| <u>ITEM 21:</u> | | | |
| B. | 1,000,000 trays | | |
| | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | | |
| | SAP #1000392 | | |
| | TRAY, ONE-POUND | | |
| | Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. Poly coated or clay coated #100, 6.5" L x 4.375" W x 1.5" H. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers. Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. Pallets to be standard 40" x 48". No pallet exchange. <u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</u> | | |
| | <u>ONLY</u> Approved Brands: Georgia Pacific Model RP1008, Superior Quality Products (SQP) Model 8151, International Paper Model RT16, Southern Champion Model 0413, <u>ONLY</u>. | \$ _____ | /tray \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of trays per case: _____ | | |
| | Number of cases per pallet: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| ITEM 21: | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | | |
| C. | 800,000 | | |
| | Trays | | |
| | SAP #1000393 | | |
| | TRAY, TWO-POUND | | |
| | Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. #200, 6.5" L x 4.75" W x 1.75" H Poly coated or clay coated. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers. Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</u> | | |
| | <u>ONLY</u> Approved Brands: Georgia Pacific Model RP-2008, Superior Quality Products (SQP) Model 8152, International Paper Model RT32, Southern Champion Model 0417, <u>ONLY</u>. | | |
| | | \$ _____ | /tray \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of trays per case: _____ | | |
| | Number of cases per pallet: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| ITEM 21: | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | | |
| D. | 1,900,000 trays | | |
| | SAP #1000394 | | |
| | TRAY, THREE-POUND | | |
| | Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. #300, 8.125" L x 5.875" W x 2.125" H Poly coated or clay coated. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers. Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</u> | | |
| | <u>ONLY</u> Approved Brands: Georgia Pacific Model RP-3008, Superior Quality Products (SQP) Model 8153, International Paper Model RT48, Southern Champion Model 0425, <u>ONLY</u>. | \$ _____ | /tray \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of trays per case: _____ | | |
| | Number of cases per pallet: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

TOTAL ITEM 21 (A THROUGH D).....\$ _____

Group Minimum Shipment – Item (21A thru 21D):/cases
 (must not exceed 300 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|---------------------|--|-------------------|-------------------|
| <u>ITEM 22:</u> | 1,500 dispensers | SAP #1000275 DISPENSER, SQUEEZE 24 OZ. WITH CONE TOPS Dispensers made of "soft and flexible" translucent (natural) polyethylene. Dispensers must be shipped with cone shaped tops with opening. Tops must be shipped each case. Approx. Twelve (12) dispensers per case. Dispensers must be leak-proof. Product must be shipped on standard pallets. No pallet exchange. <u>Product will be ordered by case. (Unit cost per dispenser X number of dispensers per case = cost per case.</u> Approved Brands: International Model SBC-24, Tablecraft Model 124C-1 or other brands meeting bid specifications. | \$ _____ /disp | \$ _____ |
| | | Brand Offered: _____ | | |
| | | Model Offered: _____ | | |
| | | Number of dispensers per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum shipment not to exceed (10 cases) | | |
| | | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|-----------------------------------|---|-------------------|-------------------|
| <u>ITEM 23:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | | |
| A. | 400,000 bowls | SAP #1000344 CONTAINER, PLASTIC FOR RICE BOWL, 24 OZ. Approximate dimensions 7-1/2" x 6-1/2" x 2". Made of durable polystyrene #6 that can withstand heat of 165 degrees. Recyclable. Complete with snap on lid that makes the container stackable inside the warmer. Must be compatible with Dart C32DLR – Item 23B. Wide side ribbing for added strength. Maximum base dimensions: 5" long x 4" wide to fit inside compartment on 4" x 5-3/4" tray. Color: Black. Packed 250 or 500 per case. Product must be shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by the case. (Unit price per bowl x number of bowls per case = cost per case.)</u> Approved Brand: Dart B24DE or other brands meeting bid specifications. | \$ _____ /bowl | \$ _____ |
| | | Brand Offered: _____ | | |
| | | Model Offered: _____ | | |
| | | Number of bowls per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| <u>ITEM 23:</u> | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|---|--|-------------------|
| B. | 200,000 lids | | |
| | SAP #1000345 LIDS TO FIT 24 Oz. RICE BOWL Clear, leak-proof, snap-on, stackable flat lid. Made of durable #6 polystyrene. Recyclable. Approximate dimensions: 7-1/2" long x 6-1/2" wide. Product must be compatible with Dart B24DE – Item 23A. Packed 500 or 1000 per case. Product must be shrink-wrapped on pallets. No pallet exchange. <i><u>Product will be ordered by the case. (Unit price per lid x number of lids per case = cost per case.)</u></i> Approved Brand: Dart C32DLR or other brands meeting bid specifications. | NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH DART MODEL B24DE OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 23A <u>AT NO CHARGE TO SBBC.</u> DOES YOUR OFFER INCLUDE THIS REQUEST? <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____ /lid \$ _____ | |

Brand Offered: _____

Model Offered: _____

Number of lids per case: _____

Delivery (days ARO): _____

Minimum Shipment: _____

TOTAL ITEM 23 (A THROUGH B).....\$ _____

Group Minimum Shipment - Item (23A thru 23B):/cases
 (must not exceed 100 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|-----------------|--|-------------------|-------------------|
| <u>ITEM 24:</u> | 500,000 bags | SAP #1003977 BAG, WHITE PAPER GROCERY - 6# White plain bag, 35# basis weight. Approximate dimensions: 6" x 3-5/8"D x 11-1/16"H. Case pack: 2,000 bags/case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by the case. (Unit price per bag x number of bags per case = cost per case.)</u> Approved Brands: Duro Model 80027 (6# Bag), Duro 6# WHT, Novolex #51046 or other brands meeting bid specifications. | \$ _____ /bag | \$ _____ |
| | | Brand Offered: _____ | | |
| | | Model Offered: _____ | | |
| | | Number of bags per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum Shipment: _____ cases | | |
| | | (Must not exceed 30 cases) | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| <u>ITEM 25:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|---|-------------------|-------------------|
| A. | 1,500,000 gloves | | |
| | SAP #1003978 GLOVE, VINYL MEDIUM DISPOSABLE - FOODSERVICE Powder-free with rolled cuff. Made from PVC. Latex-free. Color: Natural. Ambidextrous, non-sterile, single use only. Minimum thickness: 2.5 mil. Length: 9". Glove must not tear when stretching over hand. Medium Size Only. FDA Approved. Packed 100 gloves per box 10 boxes per case. Must be shipped shrink-wrapped on pallets. <u>Product will be ordered by the case (unit price per gloves x number of gloves per case = cost per case.)</u> No pallet exchange. | | |
| | <u>ONLY Approved Brands: Intoplast Model VF002, Safety Zone Model GVP9-MD, Daxwell F10001748 ONLY.</u> | \$ _____ /glove | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of gloves per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------------------|---|-------------------|--------------------|
| <u>ITEM 25:</u> | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | | |
| B. | 5,000,000 gloves | | |
| | SAP #1003979 GLOVE, VINYL LARGE DISPOSABLE - FOODSERVICE Powder-free with rolled cuff. Made from PVC. Latex-free. Color: Natural. Ambidextrous, non-sterile, single use only. Minimum thickness: 2.5 mil. Length: 9". Glove must not tear when stretching over hand. Large Size. FDA Approved. Packed 100 gloves per box 10 boxes per case. <u>Product will be ordered by the case (unit price per gloves x number of gloves per case = cost per case.)</u> Must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Inteplast Model VF003, Safety Zone Model GVP9-LG, Daxwell F10001750 ONLY. | \$ _____ /glove | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of gloves per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

TOTAL ITEM 25 (A THROUGH B).....\$ _____

Group Minimum Shipment – Item (25A thru 25B):/cases
 (must not exceed 300 cases)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|---|-------------------|-------------------|
| <u>ITEM 26:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. | 700,000 plates | | |
| | SAP #1004060 PLATE, DINNER FOAM - 9" ROUND White laminated, foam plastic material. Skid-proof surface, resists bending or folding, liquid won't soak through and insulated. Strong enough to hold a full portion without bending. Deep shoulders on plate and easily separated. Manufactured without CFCs. <u>Product will be ordered by case (unit price per plate x number of plates per case = cost per case)</u> Packed 500 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Dart 9PWQ, Pactiv TK1-0009, Genpak Model LAM09 or other brands meeting bid specifications. | \$ _____ /plate | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of plates per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| ITEM 26: | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | | |
| B. | 600,000 containers | | |
| | SAP #1004061 CONTAINER, HINGED-LID, THREE-COMPARTMENT FOAM White foam material made from polystyrene. Size 9 1/2" W x 9 1/4" L x 3" H or 9"W x 9"L x 3.5" high. Insulated for transporting and storing cold and hot food. Non-perforated hinge. Container features a double lock closure or a "knuckle" locking tab intended to prevent accidental opening. When closed a perimeter keeps food secure, reducing leaks. Tabs on base ensure containers stay closed when picked up by the lid. <u>Product will be ordered by case (unit price per container x number of containers per case = cost per case)</u> Packed 150 - 200 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Dart 95HT3, Pactiv YTD1-99030000, Genpak Model SN203VW-H-0183400 or other brands meeting bid specifications. | \$ _____ /cont. | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of containers per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

TOTAL ITEM 26 (A THROUGH B).....\$ _____

**Group Minimum Shipment - Item (26A thru 26B): /cases
 (must not exceed 150 cases)**

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|-------------------|-------------------|
| <u>ITEM 27:</u> | 1,100,000 containers | | |
| | SAP #1003980 CONTAINER, PLASTIC, MEDIUM, WITH SHALLOW-HINGED LID Medium container, clear, shallow, wide side and corner ribbing for extra strength and help to avoid crushing, quick and easy snap-tight locking, hard no stick design. Minimum Size 8-1/2" x 7 15/16" x 2-5/8". Maximum Size: 8 - 13/64" x 8-11/32" x 2-29/32". <u>Product will be ordered by case (unit price X number of containers per case = cost per case).</u> Packed 250 per case. Must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Pactiv Model YCI8-1120, DFI (Detroit Forming) Model LBH-874 or other brands meeting bid specifications. | \$ _____ /cont. | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of containers per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to exceed (200 cases) | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|-------------------------|--|-------------------|-------------------|
| <u>ITEM 28:</u> | 2,000,000 containers | SAP #1003981 CONTAINER, PLASTIC, OBLONG, WITH SHALLOW-HINGED LID Oblong small container, clear, dual bar-locks, label window, stacking platform, chamfered corners, sidewall ribbing for maximum strength and opening tab and dimple for easy opening. Size 7" x 6" x tab and dimple for easy opening. Crush resistant. Minimum Size 6-7/8" x 5-7/8" x 2 1/8". Maximum Size: 7-1/2" x 6-1/4" x 2-1/4". If bidding other than specified, samples will be tested within the District. Lid must close securely with minimum number of meal components. <u>Product will be ordered by case (unit price per container x number of containers per case = cost per case).</u> Packed 250 to 500 per case. Must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Dart "Staylock" #C26UT1, DFI (Detroit Forming) Model LBH-651 or other brands meeting bid specifications. | \$ _____ /cont. | \$ _____ |
| | | Brand Offered: _____ | | |
| | | Model Offered: _____ | | |
| | | Number of containers per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum shipment not to exceed (300 cases) | | |
| | | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

Note: THERE MUST BE ADEQUATE SPACE BETWEEN THE TOP OF THE PALLET AND THE CEILING OF TRAILER FOR EASE OF UNLOADING.

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| <u>ITEM 29:</u> | | | |
| A. | 25,000,000 cups | | |
| | <u>(TO BE AWARDED AS A GROUP)</u> SAP #1000357 CUPS, FIVE AND ONE-HALF OUNCE SIZE, TRANSLUCENT Plastic must be free of sharp edges or burrs. <u>Height of cup not to exceed 1-7/8 inches.</u> Must be smooth to the touch with rolled rim to ensure side wall integrity. Product must be compatible with Pactiv Model YLS-5FR (Item 29B) currently stocked in SBBC's Material Logistics Center. Packed 2500 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by the case in full truckload quantities. (Unit price per cup x number of cups per case = cost per case.)</u> Approved Brand: Pactiv Model YS-550 or other brands meeting bid specifications. | \$ _____ /cup | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of cups per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| <u>ITEM 29:</u> | <u>(TO BE AWARDED AS A GROUP) - CONTINUED</u> | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|---|--|-------------------|
| B. | 7,000,000 lids | | |
| | <p>SAP #1000370</p> <p>LIDS, FIVE AND ONE-HALF OUNCE SIZE, CLEAR</p> <p>Plastic must be free of sharp edges or burrs. Plastic edge must be smooth to the touch. Packed 2500 per case. Lid must be clear. Lid to firmly snap when placed on cup. Product must be compatible with Pactiv Model YS-550 (Item 29A) currently stocked in SBBC's Material Logistics Center. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <u>Product will be ordered by the case in full truckload quantities. (Unit price per cup x number of cups per case = cost per case.)</u></p> <p>Approved Brand: Pactiv YLS-5FR or other brands meeting bid specifications.</p> <p>Brand Offered: _____</p> <p>Model Offered: _____</p> <p>Number of lids per case: _____</p> <p>Delivery (days ARO): _____</p> <p>Minimum Shipment: _____</p> | <p>NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH PRAIRIE MODEL YS-550 OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 29A <u>AT NO CHARGE TO SBBC.</u></p> <p>DOES YOUR OFFER INCLUDE THIS REQUEST? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>\$ _____ /lid \$ _____</p> | |

TOTAL ITEM 29 (A THROUGH B).....\$ _____

Group Minimum Shipment – Item (29A thru 29B):/cases
 (must not exceed 1200-cases - truckload)

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|-------------------|-------------------|
| <u>ITEM 30:</u> | 500,000 trays | | |
| | SAP #1000362 | | |
| | TRAY, DEEP PORTION 5 OZ. | | |
| | Approx. dimensions: 3-31/64"L x 3-31/64"W x 1-1/2"H. | | |
| | Approx. dimensions of bottom of tray: 2-1/4"L x 2-1/4"W. | | |
| | Specified portion tray must fit flat inside two compartments of Chinnet Model "Valley" 22025 (5 compartment tray). | | |
| | Compartment tray dimension minimum top: 3-1/2"L x 3"W, | | |
| | Bottom: 2-1/4"L x 2-1/4"W. Made of oriented polystyrene (OPS). Must be clear (see through) in color, minimum gauge 9 mil. thick. Packed 2,500 per case. FDA approved. Product must be shipped shrink-wrapped on pallets. No pallet exchange. <i>Product will be ordered by case (unit price per tray X number of trays per case = cost per case).</i> | | |
| | Approved Brand: Par-Pak Model 21829 or other brands meeting bid specifications. | \$ _____ | /tray \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of tray per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to Exceed (100 cases) | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|-----------------|--|-------------------|-------------------|
| <u>ITEM 31:</u> | 100,000 circles | SAP #1004400 CIRCLE, PIZZA 16" CORRUGATED Product made out of corrugated paper 16" diameter with white top to place pizza on for slicing. Corrugated paper will absorb pizza oils. Packed approx. 125 circles per case. <u>Product will be ordered by case (unit price per circle X number of circles per case = cost per case).</u> | | |
| | | <u>ONLY</u> Approved Brands: Solo Model WTC16-2050, Menasha Model WT-16, Arvco Model 9000161 <u>ONLY</u>. | \$ _____ | /circle \$ _____ |
| | | Brand Offered: _____ | | |
| | | Model Offered: _____ | | |
| | | Number of circles per case: _____ | | |
| | | Delivery (days ARO): _____ | | |
| | | Minimum shipment not to exceed (20 cases) | | |
| | | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| ITEM 32: | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. 800,000 cups | SAP #1005375 CUP, CLEAR DRINK Cup Size: 12-14 ounce with top width 3.9", height 4.1" and bottom 2.4". Made from clear polypropylene material, heat resistant, lightweight, shatterproof, and leak proof. To be used with common snap-fit lid and easy removal. Embossed capacity marks. Printable surface. Smooth rolled rim. Product must be compatible with Fabri-Kal Model DLKC16/24NH (Item 32B) currently stocked in SBBC's Material Logistics Center. Packed 1,000 cups per case. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange. Approved Brand: Fabri-Kal Model NC12S or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of cups per case: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /cup | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

UNIT PRICE

TOTAL COST

ITEM 32:

B. 800,000
lids

(TO BE AWARDED AS A GROUP) - CONTINUED

SAP #1005374

LID, DOME FOR DRINK CUP

Made from clear polypropylene material, heat resistant, lightweight, and shatterproof. No hole on top of dome lid. Common lid fit. Product must be compatible with Fabri-Kal Model NC12S (Item 32A) currently stocked in SBBC's Material Logistics Center. Packed 1,000 lids per case. Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case) Product must be shrink-wrapped on pallets. No pallet exchange.

Approved Brand: Fabri-Kal Model DLKC16/24NH or other brands meeting bid specifications.

Brand Offered: _____

Model Offered: _____

Number of lids per case: _____

Delivery (days ARO): _____

Minimum Shipment: _____

NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH FABRI-KAL MODEL NC12S OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 32A AT NO CHARGE TO SBBC.

DOES YOUR OFFER INCLUDE THIS REQUEST?

Yes No

\$ _____ /lid \$ _____

VENDOR NAME: _____

LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| <u>ITEM 32:</u> | <u>(TO BE AWARDED AS A GROUP) – CONTINUED</u> | | |
| C. 800,000 cups | SAP #1005370 CUP, INSERT FOR DRINK CUP Cup Size: 4 ounce with top width 3.5", height 1.1", bottom width 2.9". Made from clear polypropylene material, heat resistant, lightweight, and shatterproof. Easy removal – grab and go design. Ideal use for multi-ingredient pairings such as yogurt and granola parfaits. Must be compatible (placement) with drink cup (Item 32A) and not interfere with the snap-fit design of the dome lid (Item 32B). Must be compatible with brand and model listed for Item 32A & 32B. Packed 1,000 cups per case. <u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange. Approved Brand: Fabri-Kal Model CI4 or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of cups per case: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /cup | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|--------------------|--|-------------------|-------------------|
| <u>ITEM 32:</u> | <u>(TO BE AWARDED AS A GROUP) – CONTINUED)</u> | | |
| D. 800,000 cups | SAP #1005411 CUP, DRINK CLEAR – 16/18 OZ. Cup made from clear polypropylene for product visibility and is durable and made from shatterproof material. Cup has a rolled rim for drinking comfort and is leak-resistant lid application. Fill identification and portion control lines on cup. Cup must be compatible (snap firmly) with Fabri-Kal Model #LKC16/24F currently stocked in SBBC's Material Logistics Center. Packaging: 20 bags of 50 cups per bag = 1,000/case. <u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange. Approved Brand: Fabri-Kal Model NC16S or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of cups per case: _____ Delivery (days ARO): _____ Minimum Shipment: _____ | \$ _____ /cup | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|---|--|---|-------------------|
| ITEM 32: | <u>(TO BE AWARDED AS A GROUP) – Continued</u> | | |
| E. | 800,000 lids | SAP #1005412 LID, DRINK CUP – FLAT, NO SLOT Lid made from clear polypropylene, flat, no straw slot. Packaging: 10 bags of 100 lids = 1,000/case. Lid must be compatible (snap firmly) with Fabri-Kal Model NC16S currently stocked in SBBC’s Material Logistics Center. <i>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case)</i> Product must be shrink-wrapped on pallets. No pallet exchange. Approved Brand: Fabri-Kal Model LKC16/24F or other brands meeting bid specifications. | |
| | | NOTE: PRODUCT OFFERED MUST BE COMPATIBLE WITH FABRI-KAL MODEL NC16S OR AWARDED VENDOR MUST REPLACE CURRENT STOCK OF LIDS IN SCHOOLS AND CENTRAL WAREHOUSE SHIPPED DIRECT TO SCHOOLS AND MATERIAL LOGISTICS CENTER WITH COMPATIBLE PRODUCT FOR ITEM 32D <u>AT NO CHARGE TO SBBC.</u> DOES YOUR OFFER INCLUDE THIS REQUEST? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | \$ _____ | /lid \$ _____ |
| Brand Offered: _____ | | | |
| Model Offered: _____ | | | |
| Number of lids per case: _____ | | | |
| Delivery (days ARO): _____ | | | |
| Minimum Shipment: _____ | | | |
| TOTAL ITEM 32 (A THROUGH E)..... | | \$ _____ | |

Group Minimum Shipment: /cases (truckload)
Must not exceed a truckload quantity of cases

TO BE ORDERED IN ANY CONFIGURATION, LISTED ABOVE, MEETING MINIMUM SHIPMENT.

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> | |
|-----------------|------------------|--|-------------------|-------------------|----------|
| <u>ITEM 33:</u> | 150,000 trays | SAP #1005410 TRAY, PLASTIC JUMBO - CLEAR Size: 6-1/4"L x 1-3/4"W x 1-3/4"D. Tray made from clear polystyrene plastic. Tray used to place wraps and sandwiches. Tray is used to specifically dispense sandwiches and wraps in Star Food Vending Machine #964016. Product must properly fit in carousel (dispense chamber) of machine. Ribbed sides for ease of handling. Packaged: 1,080 trays per case. <u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange. Approved Brand: Form Plastics Model 6602-158500 or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of trays per case: _____ Delivery (days ARO): _____ Minimum shipment not to exceed (40 cases) Minimum Shipment: _____ | | \$ _____ /tray | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|---|-------------------|-------------------|
| <u>ITEM 34:</u> | <u>(TO BE AWARDED AS A GROUP)</u> | | |
| A. 400,000 bags | SAP #1004062 BAG, POLY – NON VENTED For use in vending machines for serving cold meals for sack lunch or breakfast. FDA Approved. Holds entire meal, tape sealed for sanitation. <u>Product offered must be the type of bag used for this purpose other types of bags will not be accepted.</u> Minimum thickness is .0115 low-density poly. Should not tear with 5 lbs. of product added to bag. Packed: 3,000 bags per case. Approx. size 10" x 15" x 1.5" lip. Wicked on 4" wickets. <u>Product will be ordered by case. (Unit price per bag X number of bags per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange. Approved Brand: Ekon-O-Pac Model CD1015NV, Serv-Pak 1015NVCB or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of bags per case: _____ Delivery (days ARO): _____ Minimum shipment not to exceed (50 cases) Minimum Shipment: _____ | \$ _____ /bag | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|--|-------------------|-------------------|
| <u>ITEM 34:</u> | <u>(TO BE AWARDED AS A GROUP) – CONTINUED</u> | | |
| B. 100 | SAP #1005460 | | |
| rolls | TAPE, VINYL WHITE FOR POLY BAGS | | |
| | Size: 3/8" x 180 yards. Color: White. Tape used to seal Poly Bags. Product must be compatible with Item 34B. Packed 96 rolls per case. <u>Product will be ordered by case. (Unit price per roll X number of rolls per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange. | | |
| | Approved Brand: Ekon-O-Pac Model 1402, Serv-Pak CSTW or other brands meeting bid specifications. | \$ _____ /roll | \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of rolls per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to exceed (1 case) | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|---|-------------------|-------------------|
| <u>ITEM 34:</u> | | | |
| C. | 100 rolls | | |
| | <u>(TO BE AWARDED AS A GROUP) – CONTINUED</u> | | |
| | SAP # 1005510 | | |
| | TAPE, VINYL RED FOR POLY BAGS | | |
| | Size: 3/8" x 180 yards. Color: Red. Tape used to seal Poly Bags. Product must be compatible with Item 34A. Packed 96 rolls per case. <i>Product will be ordered by case. (Unit price per roll X number of rolls per case = cost per case)</i> Product must be shrink-wrapped on pallets. No pallet exchange. | | |
| | Approved Brand: Ekon-O-Pac Model 1402, Serv-Pak CSTW or other brands meeting bid specifications. | \$ _____ | /roll \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of rolls per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to exceed (1 case) | | |
| | Minimum Shipment: _____ | | |

TOTAL ITEM 32 (A THROUGH C).....\$ _____

VENDOR NAME: _____
 LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> | | |
|-----------------|--------------|---|-------------------|-------------------|---------------|----------|
| <u>ITEM 35:</u> | 300,000 kits | SAP #1005530 SODASPOON KIT WITH NAPKIN Sodaspoon and napkin group sealed in a plastic package. One spoon, medium weight, white, 7-13/16" long made of FDA approved 80% polypropylene material. Minimum weight of individual spoon 2.70 grams. One napkin, single ply minimum 12" x 16". <u>Product will be ordered by case (unit price X number of kits per case = cost per case).</u> Packed 250 per case. Must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Max Packaging 4163F-B1 or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of kits per case: _____ Delivery (days ARO): _____ Minimum shipment not to exceed (75 cases at 1000/cs; 300 cases at 250/cs) Minimum Shipment: _____ | | | \$ _____ /kit | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|--|-------------------|-------------------|
| <u>ITEM 36:</u> | 300 dozen | | |
| | SAP #1000378 GLOVE, HEAVY DUTY, MEDIUM TO LARGE, CHEMICAL RESISTANT Black heavy duty unlined latex gloves, Minimum 20 Mil. Medium to Large Size. Minimum Length 16", maximum length 17", forefinger length minimum 3". All components must be FDA compliant due to contact with food. Glove is primarily used for washing pots and pans. Embossed texture or diamond pattern grip for sure handling. Packed one pair per package. <u>Product will be ordered by dozen.</u> Product must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Safety Zone Model GRBU-LG-T or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of gloves per package: _____ Number of packages per case: _____ Delivery (days ARO): _____ Minimum shipment not to exceed (75 dozen) Minimum Shipment: _____ | \$ _____ /dz | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|------------------------|----------------------|--|-------------------|-------------------|
| <u>ITEM 37:</u> | 30,000 containers | SAP #1005900 CONTAINER, HINGED-LID, SINGLE COMPARTMENT FOAM White foam material made from polystyrene. Size 9-1/2"W x 9"L x 3"H or 9"W x 9"L x 3.5"H. Interior bottom minimum dimension to be 6-7/8" x 6-7/8". Used to transport food in styrofoam cups. Container must hold 3 each 6 oz. styrofoam cups Wincup Model F6 without tipping. Insulated for transporting and storing cold and hot food. Non-perforated hinge. Container features a double lock closure or a "knuckle locking" tab intended to prevent accidental opening. When closed a perimeter keeps food secure, reducing leaks. Tabs on base ensure containers stay closed when picked up by the lid. <u>Product will be ordered by case (unit price per container x number of containers per case = cost per case).</u> Packed 150 - 200 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Dart Model 95HT1 or other brands meeting bid specifications. Brand Offered: _____ Model Offered: _____ Number of gloves per package: _____ Delivery (days ARO): _____ Minimum shipment not to exceed (20 cases) Minimum Shipment: _____ | \$ _____ /cont. | \$ _____ |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET

NOTE TO ALL BIDDERS: UNIT PRICES SHOULD BE CALCULATED AT LEAST FIVE DECIMAL PLACES TO THE RIGHT. (EXAMPLE: \$.12345)

| | | <u>UNIT PRICE</u> | <u>TOTAL COST</u> |
|-----------------|---|-------------------|-------------------|
| <u>ITEM 38:</u> | 900,000 containers | | |
| | SAP # 1005920 CONTAINER, SMALL CLEAR PLASTIC WITH HINGED LID Square or slightly rectangular small container, clear, with dual bar locks. Hinged lid with sidewall ribbing for strength. Designed for quick and easy snap-tight, non-stick locking and easy opening. Minimum Size: 5-1/8" x 5-3/4" x 1-3/4". Maximum Size: 5-1/2" x 5-7/8" x 1-7/8". Product to be ordered by case (unit price x number of containers per case = cost per case). Packed 500 per case. Must be shipped shrink-wrapped on pallets. No pallet exchange. Approved Brands: Par-Pak Model 09509 or other brands meeting bid specifications. | \$ _____ | /cont. \$ _____ |
| | Brand Offered: _____ | | |
| | Model Offered: _____ | | |
| | Number of containers per case: _____ | | |
| | Delivery (days ARO): _____ | | |
| | Minimum shipment not to exceed (300 cases) | | |
| | Minimum Shipment: _____ | | |

VENDOR NAME: _____
LS/as

SECTION 5, BID SUMMARY SHEET (Continued)

REQUIRED ADDITIONAL INFORMATION

COMPANY REPRESENTATIVE: (See Special Condition 9)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

NOTE TO BIDDER: Review General Condition 52 prior to completing and mailing this bid.








Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____

LS/as

SECTION 6, BID SPECIFICATIONS

| | |
|---|---|
| <p>Item 32A – Cup, Clear Drink – 12/14 oz.</p>  <p>NC12S* 12/14 oz. Clear</p> | <p>Item 32B – Lid, Dome for Drink Cup – 12/14 oz.</p>  <p>DLKC16/24NH Clear Dome, No Hole</p> |
| <p>Item 32C – Cup, Insert for Drink Cup</p>  <p>CI4 4 oz. Clear, Cup Insert</p> | <p>Item 32D – Cup, Drink Clear – 16/18 oz.</p>  <p>NC16S* 16/18 oz. Clear</p> |
| <p>Item 32E – Lid, Drink Cup 16/18 oz. Flat, No Slot</p>  <p>LKC16/24F Clear, Flat No Slot</p> | <p>Item 33 – Tray, Plastic Jumbo – Clear</p>  <p>Note: Product is <u>clear</u> not “white”. Picture is to show the shape of the product.</p> |
| <p>Item 34B/34C – Tape, Vinyl for Poly Bags</p>  <p>Example of Tape. DISPENSER NOT REQUIRED.</p> | |

VENDOR NAME: _____
 LS/as

SECTION 7, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---------------------------|---|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

VENDOR NAME: _____
LS/as

SECTION 7, ATTACHMENT 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified 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 days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

SECTION 7, ATTACHMENT 3

INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(*Please include the Contract # and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

VENDOR NAME: _____

LS/as

SECTION 7, ATTACHMENT 4 (See Special Condition 14)

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Section 1 must be completed by the Attorney for an Out-of-State Bidder
Section 2 must be completed and signed by Florida Bidder

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1 LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES
(Must Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts

Signature of out-of-state Bidder's attorney:

Printed name of out-of-state Bidder's attorney:

Address of out-of-state Bidder's attorney:

Telephone Number of out-of-state Bidder's attorney: (____) ____ - _____

Email address of out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2 LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY
ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS
(Must Select One)

_____ The Bidder's principal place of business is in the political subdivision of Broward County, Florida.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

VENDOR NAME: _____

LS/as

SECTION 7, ATTACHMENT 5

| | | |
|---|--|---|
| Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give Form to the requester. Do not send to the IRS. |
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

| | | | | | | | | | | | | | | | | | | | |
|--|---|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Part I Taxpayer Identification Number (TIN) | | | | | | | | | | | | | | | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> | Social security number | | | | | | | | | | | | | | | | | |
| Social security number | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> | Employer identification number | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

| | |
|--|--|
| Part II Certification | |
| Under penalties of perjury, I certify that: | |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. | |
| Sign Here | Signature of U.S. person ▶ _____ Date ▶ _____ |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

VENDOR NAME: _____
 LS/as

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(b)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ³ The actual owner ⁴ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ⁴ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.071-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.071-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4050.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VENDOR NAME: _____
 LS/as



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)
 (See General Condition 10)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State _____

Routing No: _____

Account No: _____ Checking Savings

VENDOR AREA:
 Remittance Confirmation: (please select one) _____ Fax Email

Federal Identification No. Vendor _____ TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature (Primary) and Business title: _____ Date: _____

Authorized Signature (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
 7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

VENDOR NAME: _____

LS/as

SECTION 8, STATEMENT OF "NO BID"

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

| √ | Reasons for "NO Bid": |
|---|---|
| | Unable to comply with product or service specifications. |
| | Unable to comply with scope of work. |
| | Unable to quote on all items in the group. |
| | Insufficient time to respond to the Invitation to Bid. |
| | Unable to hold prices firm through the term of the contract period. |
| | Our schedule would not permit us to perform. |
| | Unable to meet delivery requirements. |
| | Unable to meet bond requirements. |
| | Unable to meet insurance requirements. |
| | Other (Specify below) |

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

LS/as

EXHIBIT A1
MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
PARTICIPATION FORM

Bidder's (Company) Name: _____

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

| M/WBE Firm Information | Scope and/or Nature of Work to be Performed by the M/WBE | % of M/WBE Participation for this contract |
|---|--|--|
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____ | | |
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____ | | |
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____ | | |
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____ | | |

**FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE
 SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.htm>**

VENDOR NAME: _____
 LS/as

Exhibit A2

Monthly Utilization Reports to be Submitted to:
The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704

754-321-0550 Telephone
 754-321-0934 FAX

MONTHLY M/WBE UTILIZATION REPORT

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

PRIME VENDOR INFORMATION

| NAME & ADDRESS OF PRIME VENDOR | CONTRACT AMOUNT (if applicable) | LENGTH OF CONTRACT | CONTRACT START DATE | CONTRACT END DATE | TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN VENDORS |
|--|------------------------------------|--------------------|---------------------|-------------------|---|
| ITB Number: 17-043B ITB Title: Paper and Plastic Items for Cafeterias | | | | | |

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

| NAME OF CERTIFIED M/WBE VENDOR | WORK DESCRIPTION | AMOUNT DRAWN/PAID TO VENDOR | AMOUNT FOR WORK PERFORMED DURING MONTH | AMOUNT PAID TO DATE | % of TOTAL PAID TO CONTRACT AMOUNT |
|--------------------------------|------------------|-----------------------------|--|---------------------|------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Company Official's Signature & Title: _____

Phone # (_____) _____

Date: _____

VENDOR NAME: _____

LS/as

THIS FORM MUST BE SUBMITTED WITH YOUR BID

**EXHIBIT B
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

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

| | |
|-------------------|------------|
| Organization Name | ITB Number |
|-------------------|------------|

Name(s) and Title(s) of Authorized Representative(s)

| | |
|--------------|------|
| Signature(s) | Date |
|--------------|------|

VENDOR NAME: _____
LS/as

EXHIBIT B
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 proposal 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 proposal that it will include the 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
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 voluntary 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.

VENDOR NAME: _____

LS/as