



GARLAND INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
501 S. Jupiter
Garland, Texas 75042

REQUEST FOR PROPOSAL
DISPOSABLE PRODUCTS FOR STUDENT NUTRITION SERVICES (SNS)
PROPOSAL # 9-26 (#139579)

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30A.M. CDT, April 10, 2025

THE DISTRICT IS CLOSED MARCH 17-21, 2025

Mark the sealed return envelope in the lower left hand corner with **PROPOSAL#**, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30A.M. the first date the district is open to conduct business)

You are invited to submit a Proposal to provide DISPOSABLE PRODUCTS FOR STUDENT NUTRITION SERVICES (SNS) for the Garland Independent School District (GISD).

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire.

 Company Name

 Address

 City State Zip

 Authorized Representative Name Title

 Signature

 Printed Name Email Address

 Telephone # Fax #

Mark A. Booker

Mark A. Booker
 Executive Director of Purchasing

INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

Although we are legally required to accept paper RFPs, we strongly request that proposers submit this RFP electronically through the Oracle iSourcing module. Please feel free to call us at (972) 487-3009, if you require any assistance with this submittal. Electronic RFP submission eliminates errors, eliminates unnecessary work, and is friendlier to the environment. **When filing this RFP electronically, do not submit a paper copy, as the electronic version will prevail.** However, in the unlikely event that you do submit a paper RFP, it is imperative that you only submit the hard copy document provided by the Purchasing Department with all of the required fields completed and delivered as instructed below in **DELIVERY OF PROPOSAL**.

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Tanya Gatewood, Buyer at tgatewoo@garlandisd.net

The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended or alternates accepted prior to opening without written approval of the Garland ISD Executive Director of Purchasing and Assistant Director of Purchasing in the absence of Executive Director.

1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to tgatewoo@garlandisd.net no later than **March 31, 2025 at 12:00p.m. CDT**. Response will be given by addendum.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **April 3, 2025 at 4:00p.m. CDT**. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

Please continue to monitor our website for any updates past the addendum date.

1.1.4. NUMBER OF COPIES (DISREGARD IF SUBMITTING ELECTRONICALLY THROUGH SOURCING)

PLEASE PROVIDE ONE (1) ORIGINAL PROPOSAL RESPONSE AND ONE (1) COMPLETE ORIGINAL COPY SUBMITTED ON ELECTRONIC FORMAT (FLASH/CD). ENSURE THE SUBMISSION IS CLEARLY LABELED.

YOU MUST SUBMIT A HARDCOPY ORIGINAL. DO NOT SUBMIT AN ELECTRONIC FORMAT (FLASH/CD) COPY WITHOUT THE HARDCOPY ORIGINAL.

DELIVERY OF PROPOSAL: (DISREGARD IF SUBMITTING ELECTRONICALLY THROUGH SOURCING) Delivery of proposals shall be in

accordance with the procedures listed. Mark the sealed return envelope in the lower left-hand corner with RFP#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

Proposals submitted via Commercial Carriers (other than USPS) or hand delivered: Garland ISD Purchasing Department 501 S. Jupiter, Garland, Texas 75042. Submission must be received in the Purchasing Department and date/time stamped before the deadline.

Proposals submitted via the U. S. Postal Service:

Garland ISD Purchasing Department P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all Proposal envelopes as instructed on the front page. Allow sufficient transit time.

Note: Submissions must be sealed and not exceed 14"x10"x5" to use the Purchasing Drop Box

Delivery of submission to other Departments within the District is not considered as delivery to the Purchasing Department. The submission must be date/time stamped by Purchasing before the deadline.

1.1.5. SIGNED ORIGINAL

Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above).

1.1.6. LATE SUBMISSIONS

Proposals received at the GISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late proposals.

1.1.7. OTHER FORMS OF SUBMISSION

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX OR EMAIL YOUR PROPOSALS. Only forms provided by the Garland ISD Purchasing Department may be submitted with this proposal unless written instructions permit additional pages.**

1.1.8. AUTHORIZED SIGNATURE

Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in Proposal", and the Proposal will be rejected as "non-responsive" proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.9. FORMAT FOR PRICING

Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

The section in sourcing “Note to Buyer” is informational only. It will not govern the unit price or amend the format for pricing. The Compliance Form should be utilized for any deviations on unit price or packaging size.

1.1.10. MINIMUM QUANTITIES

Quantities or dollar expenditures listed herein reflect the GISD’s estimated current requirements for one year (or time frame as otherwise specified).

1.1.11. WITHDRAWING PROPOSALS

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Executive Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.12. PROPOSAL TABULATIONS

Proposers desiring a Proposal tabulation sheet resulting from this Request for Proposal may visit our web site at <https://garlandisd.net/connect/how-do-business-us/bid-tabulations> The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.13. DEVIATIONS

Any and all deviations to this competitive solicitation proposed by the Proposal must be listed on the Compliance Form, not on a cover letter, catalog, etc. The District will not negotiate additional terms and conditions not included on the Compliance Form. All additional contracts, amendments, or exhibits will need to be submitted along with proposal to be considered.

1.1.14. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.15. COPYRIGHT PROTECTION

Proposals asserted to be copyright protected in their entirety may, in the District’s sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their Proposal must review and complete the Confidential Information Declaration & Copyright Authorization Form. Proposers submitting

copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, proposers grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the Proposal.

1.1.16. POST-SUBMISSION CHANGES

A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

1.2.2. MULTIPLE AWARDS

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

1.2.3. TIE PROPOSALS/EVALUATION FACTORS

Tie proposals, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031 (b) and set forth below:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and

maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

- a. has its principal place of business in this state; or
- b. employs at least 500 persons in this state; and

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

10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
www.window.state.tx.us/procurement/prog/vendor_performance

1.2.4. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.

1.2.5. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.6. ALTERNATE AWARDS

The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions.

1.2.7. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when submitting "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as "or equal". Failure to do so will result in the rejection of your proposal.

1.2.8. TERM OF CONTRACT

The term of the contract shall be from **July 1, 2025** (or date of award) through **June 30, 2026**, unless canceled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

1.2.9. CONTRACT VALUE

The estimated annual value of this contract is **\$1,100,000**; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified).

1.2.10. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for **90 days** from date of award. After this time, proposed increases may be submitted in writing for approval. Proof of change in market conditions must accompany a request for price increase. Any price increase request is subject to Purchasing Department review and approval. Increases may be submitted for approval but shall not exceed the Consumer Price Index – All items less food and energy. If vendor cannot agree to the CPI increase by default the next lowest vendor may provide a quote that can result in new award.

1.2.11. QUOTING PROCEDURE

In the event that the awarded vendor cannot agree to the CPI increase, vendors will receive request for quotes throughout the term of the contract. Quotes cannot exceed 10% of the contract value.

1.2.12. PROTEST PROCEDURE

Any proposer who is aggrieved in connection with a procurement, excepting right of rejection, may protest in accordance with [Garland ISD Board of Trustees Policy CJ Local](#).

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

By signing this Request for Proposal, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual's response to this proposal is in all respects compliant with all provisions in this section.

2.1.1. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

2.1.2. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded

Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Proposer certifies that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's excluded parties list (SAM).

2.1.3. COPYRIGHT AND PATENT LAWS

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law.

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

2.1.5. PUBLIC INFORMATION

By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at <http://www.garlandisd.net/content/conflict-disclosure>. Failure to comply with this provision may result in the Solicitation being considered non-responsive.

2.1.6. FUNDING AGREEMENTS

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

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

Proposer certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

2.1.8. ENERGY POLICY AND CONSERVATION ACT

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

2.1.9. RECORD RETENTION REQUIRMENTS

Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other depending matters.

2.1.10. RECOVERED MATERIALS

Certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements, and estimate the percentage of total material utilized for the performance of the contract which is recovered materials, in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS

Proposer certifies no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement imposed by section 1352, Title 31, U.S. Code.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions <https://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>

2.1.12. FOREIGN TERRORIST ORGANIZATION LIST

Pursuant to Texas Government Code Chapter 2252, Company certifies that it is not a company identified on the on a list prepared and maintained pursuant to Texas Government Code § 806.051, 807.051, or 2252.153 (“Foreign Terrorist Organization List”). In the event that Company is added to a Foreign Terrorist Organization List at any time during this Agreement, Company shall promptly provide notice to School. Garland ISD may terminate this Agreement immediately upon receipt and verification of information, by any means, that Company has been added to a Foreign Terrorist Organization List.

2.1.13. BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2271, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

2.1.14. PROHIBITED TRANSACTION

Pursuant to Texas Government Code Chapter 2273, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the Request for Proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

2.1.15. BUY AMERICA ACT

Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Proposer certifies the cost of domestic components exceed 51 percent of the cost of all components for each product. Domestic is defined as one that is produced and processed in the United States. Products not meeting this requirement shall be clearly identified as a deviation on the Deviation/Compliance Form.

2.1.16. DOMESTIC PREFERENCES FOR PROCUREMENT

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.1.17. LONE STAR INFRASTRUCTURE PROTECTION ACT

Pursuant to Texas Government Code Chapter 2274, with regard to contracts relating to critical infrastructure (including cybersecurity), Company certifies it is not owned or controlled by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies or governmental entity owned or controlled by citizens of or headquartered in China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure.

2.1.18. FIREARM INDUSTRY

Pursuant to Texas Government Code Chapter 2274.002 (SB 19), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

2.1.19. ENERGY COMPANIES

Pursuant to Texas Government Code Chapter 2274.002 (SB13), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

2.1.20. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

2.1.21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Proposer certifies that it is in compliance with all applicable provisions of the Code of Federal Regulations §200.216, as described in Public Law 115-232, section 889, see also §200.471.

3. TERMS AND CONDITIONS

3.1. CASH PAYMENTS AND DISCOUNTS

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

3.2. PURCHASE ORDERS AND CONFIRMATION

The Garland Independent School District will email purchase orders in lieu of facsimile transmission. In addition to purchase orders, all solicitation notices, and award notifications will be communicated by email.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. **Proposer agrees to provide a copy of the contract document in Word format upon request.**

3.3. CHANGE ORDERS

The District and District's representative, without invalidating the contract, may make changes by altering, adding to, or deducting from the Purchase Order; the contract sum being adjusted accordingly. No extra work or change shall be made unless in pursuance of a written order from the District and any claim for an addition to the contract sum will not be valid unless so ordered. Changes and amendments will be communicated by sending a copy of the purchase order.

IT IS THE PROPOSER'S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER(S) & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED WILL BE RETURNED AT THE VENDOR'S EXPENSE.

3.4. PAYMENTS VIA ACH

Garland ISD will make payments via check or ACH. If the awarded supplier prefers ACH payments, the supplier will be required to submit a completed Vendor Direct Deposit Authorization form (contact this email to request the form), along with a bank verification letter to Finance@garlandisd.net Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- 3.4.1. Invoice is received at the address indicated on the purchase order
- 3.4.2. Pricing on the invoice matches the price on the purchase order
- 3.4.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.4.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.4.5. Unique invoice number used for each billing
- 3.4.6. Merchandise has been received.

3.4.7. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

NOTE: Awarded Companies are expected to ship goods and/or perform services in the same week in which they are invoiced. Invoicing procedures for each awarded company will be incorporated into the proposer's performance rating.

3.5. CHANGING QUANTITIES

Quantities may be increased or decreased at the discretion of the District.

***Quantities listed herein are best estimates only and cannot be guaranteed.**

3.6. NO SMOKING POLICY

No smoking or use of any tobacco products is permitted on school property.

3.7. CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

3.8. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request for Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request for Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein

3.9. QUALITY OF WORKMANSHIP

If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.

3.10. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

3.11. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is July 1 through June 30. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

3.12. CONTRACT ASSIGNMENT

This contract may be assigned only with the written consent from both parties. Any assignment by Proposer of this contract or any part thereof without written consent of Garland ISD shall be void.

3.13. INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.14. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a one hundred and twenty (120) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Solicitationder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

3.15. CANCELLATION FOR CAUSE

District shall have all remedies available at law or in equity. Where the Supplier is in default in delivery or otherwise, or has breached any terms or conditions of this contract. Garland ISD may terminate this contract in whole or in part without any adjustment, and in addition to any other remedy provided by law, may procure items or services, similar to those as to which this contract is terminated, and Supplier shall be liable to Garland ISD for any costs or such similar items or services in excess of the price or prices specified herein, provided, however, that Supplier shall continue the performance of this contract to the extent not terminated by the Garland ISD.

3.16. AGREEMENT BETWEEN PARTIES

The Contract Document consists of this Proposal which includes Certifications, Terms and Conditions, Compliance Form, Specifications, Supplier Questionnaire, the Supplier response, Clarifications and purchase order(s). These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

3.17. DISTRICT ACCESS TO WORK AREA

District and its representative shall at all times have access to work whether it is in preparation or in progress. Laboratory shall provide proper and safe facilities for such access and for inspection.

3.18. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

3.19. AUDITING CONTRACT

Upon request by Garland ISD or Comptroller General of the United States, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

3.20. LIMITATION OF LIABILITY

Garland ISD shall have all remedies available at law or in equity to include reimbursement of attorneys' fees and all costs incurred in enforcing such rights. No modification of limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Garland ISD's Purchasing Department.

3.21. AUTHORIZED NEGOTIATORS

Designated GISD Purchasing Department personnel and GISD General Counsel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department or GISD General Counsel ONLY throughout the term of the contract.

During the negotiation phase, the firm hereby agrees that any costs associated during negotiations of this RFP will be the sole responsibility of each party. At any time during

this phase, the District reserves the right to end the negotiation in writing and initiate negotiations with the next highest-ranked firm.

3.22. E-COMMERCE PARTNER

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as Solicitations, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

In addition to I-Supplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit Solicitations and quotes electronically.

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at

<http://www.oracle.com/us/products/applications/ebusiness/procurement/index.html>.

3.23. ORACLE BULK LOAD CATALOGS

Garland ISD requires suppliers to provide price lists and catalogs in a format capable of being uploaded electronically by the district's E-Commerce Specialist. Utilizing a prescribed format, the supplier shall provide, at a minimum, information for the required data fields for the entire catalog.

Please refer to the pdf document titled "Instructions for completing Oracle Bulk Load Catalog" and the Excel Spreadsheet/Electronic Price List titled "Oracle Bulk Load Catalog" located at the GISD Purchasing website <https://garlandisd.net/connect/how-do-business-us>. This information should be submitted on a flash drive or CD-ROM with your submittal or via e-mail to bids@garlandisd.net.

The data below outlines the highlighted items on the worksheet:

Data Field	Content
Supplier Item	Your company Part # (each item # must be unique and match your company's published catalogs)
Description	Description of the item from your database (no more than 25 characters)
Unit	Unit of Measure (i.e., EA for Each)
Unit Price	Unit price offered to GISD, No percentages
Lead Time	Numbers of days to deliver ARO
Long Description	Additional description information
*Comments	Any shipping information

*Manufacturer	Name of the Manufacturer
*Model	Manufacturer Model #

*Optional Fields

AS CHANGES IN PRICE AND/OR PRODUCTS OCCUR DURING THE TERM OF THIS CONTRACT, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO UTILIZE I-SUPPLIER FOR UPDATING AND MAKING CHANGES TO THEIR CATALOG(S) OR ELECTRONIC PRICE SHEET. Otherwise, PO’s will not be updated and payment will not be processed. From there the information will be shared with the appropriate buyer before accepting the change(s).

It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier’s current loaded price list. This access allows suppliers to enter new items, change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.

THIS WILL BE CONSIDERED ADDITIONAL EVALUATION CRITERIA. FAILURE TO PROVIDE THIS DATA MAY NEGATIVELY AFFECT THE CONSIDERATION OF YOUR PROPOSAL.

3.24. FORCE MAJEURE

Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

3.25. FINGERPRINTING REQUIREMENT

Suppliers who will only deliver but not enter a school building to perform services will be required to complete and submit the **CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM only**, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services will be required to complete the Criminal History Check process described below, prior to beginning services should be completed and returned after all personnel have been fingerprinted.

Criminal History Checks

During the term of this agreement, the firm’s employees have the potential to have continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

At a minimum, the company recommended for award shall:

Obtain required criminal history record information, through the Department of Public Safety’s Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its

employees assigned to work GISD premises. The following steps should be followed to complete the process:

All suppliers must:

Follow instructions on the award letter provided by Purchasing to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

After fingerprinting is completed, email Penny Dabbs, Administrative Assistant to Director of Purchasing at PLDabbs@garlandisd.net and provide the following: RFP number, full name, and date of birth for all personnel assigned to work on-site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

4. SHIPPING AND DELIVERY

4.1. SHIPPING CHARGES

The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any. The unit price should include all shipping charges.

4.2. PICKUP AND DELIVERY TIMES

Pickup and delivery will be made between the hours of 8:00AM and 2:00PM Monday through Friday, excluding school holidays. Purchase Order will provide Ship to address.

4.3. UN-LOADING OF NON-PALLETIZED FREIGHT

Non-palletized freight shall be unloaded inside the Warehouse or School building. Vendor is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Vendor must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.

4.4. SHIPPING CONTAINERS

Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.

4.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS

Removal of shipping cartons and other shipping debris is the sole responsibility of the successful supplier(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

4.6. PURCHASE ORDER IDENTIFICATION

Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.

END OF SECTION



GARLAND INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
501 S. Jupiter
Garland, Texas 75042

Bid Number/Title: 139579 9-26 Disposable Products for Student Nutrition Services (SNS)

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON . Mark the sealed return envelope in the lower left hand corner with RFP#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business.)

Read the instructions carefully before submitting a response, failure to complete the form properly may result in disqualification of the line item, or the entire bid.

Minimum Requirements	Weight	Max Score	KO Score	Response
Do you agree to Jurisdiction and Venue as stated in the attached Terms and Conditions?; Enter a 2 for Yes or 1 for No	5	5	1	
Do you agree to GUSD Indemnification Provision as stated in the attached Terms and Conditions?Enter a 2 for Yes or 1 for No	5	5	1	

General	Required	Scoring Weight	Max Score	Response (Text or Number)
Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us at (972) 487-3009, if you require any assistance with this submittal. Electronic bidding eliminates errors, eliminates unnecessary work, and is more friendly to the environment. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. However, in the unlikely event that you do submit a paper bid, it is imperative that the title and bid number MUST appear on the outside of the submittal envelope. Furthermore, no faxed bids will be received. Your cooperation is appreciated. Please confirm by responding "Yes" that you have read and understand this instruction.	Required			
Does your company accept all of the terms and conditions stated in this solicitation? If No, complete the Compliance Form attached to this solicitation.	Required	40	40	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Enter Yes or No	Required			
Does your firm agree to the E-commerce requirements attached to this solicitation? Enter Yes or No	Required	30	30	
If your company has agreed to the E-Commerce requirements, provide the Name, Telephone Number;and E-mail address of the staff member responsible for this function e.g., Joe Technology,	Optional			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
972.123.4567, Jtechnology@anycompany.com				
Identify the state in which the proposer's principal place of business or main corporate office is located.	Required			
Proposer's principal place of business is located within the boundaries of the Garland Independent School District?; Enter Yes or No	Required			
The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes. Will your company accept these credit card purchases?; Enter Yes or No	Required	20	20	
Is your company certified by the state of Texas or the North Central Texas Regional Certification Agency as a small, women-owned, or minority business? If yes, attach a copy of the certification with the Request for Proposal/Bid response.	Required			
Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address "http://www.epcnt.com",www.epcnt.com. Enter Yes or No	Required			
The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland, City of Rowlett, and Ysleta ISD. The Proposer agrees to honor orders for items or services included herein which may be placed by these entities?; Enter Yes or No	Required			
Identify references by providing Organization, Contact Name, and Telephone # e.g., Garland ISD, Joe Smith, 972.487.3009	Required			
All required forms must be signed and submitted with the response. Have you attached the signed required forms?Enter Yes or No	Required			
Brokers who submit bids on behalf of multiple Manufacturers, and represent Manufacturers who will receive the Purchase Orders and payments, must complete the attached Garland Independent School District Assignment Form for each Manufacturer represented. Is your firm submitting this bid on behalf of Manufacturers?Enter Yes or No	Required			
For items not specifically listed herein, please indicate percent discount from catalog/price list vendor is prepared to offer. Discount percentage must include freight and inside delivery. Minimum order quantities and/or amounts (if any) must be clearly stated. Indicate amount in Percentage	Required			
Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? For	Required			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org;;;;; ;Enter Yes or No				
Are the contents of this;response considered Confidential or Proprietary? Enter Yes or No If Yes, please identify the information declared Confidential or Proprietary, i.e. prices, ingredients, references, in space provided.	Required			
State number of business days in which product will be delivered after receipt of order (ARO). State the longest lead time necessary if suppliers have different lead times for different products .	Required			
State minimum order per shipment, if applicable . Do not enter a minimum order amount at the line level unless it applies to each product.	Required			
ADDITIONAL GOODS AND/OR SERVICES:;Garland ISD;may request special pricing for additional goods and/or services throughout the term of this contract.; Additional goods and/or services must have prior written approval from Garland ISD.; Only goods and/or services not specified elsewhere in the contract may be considered and must come as a request;from Garland ISD;along with estimated quantities. "Additional Goods and/or Services" shall cover all items carried by the successful Vendor that are not specifically on the Item specifications and will be reviewed and approved by the;Garland ISD;prior to requesting pricing.;;Garland ISD;also retains the right to add new goods and/or services at the time of each one-year extension option, if all parties are in agreement, for the following reasons: 1) allows for the replacement of items that were discontinued during the contract year; 2) allows for the replacement of goods and/or services that no longer meet the needs of;Garland ISD; 3) allows for the addition of new goods and/or services introduced by existing awarded Vendors that may better serve;Garland ISD needs.; Goods and/or services may not be added to avoid competitive procurement procedures. The addition of new goods and/or services cannot materially change the contract between;Garland ISD;and the Vendor. Garland ISD may reject any proposed additions, without cause, in its sole discretion.	Optional			
MATERIAL CHANGE: If a material change occurs to a contract entered into between Garland ISD and Vendor, the contract will not be renewed upon the conclusion of its term.; Upon the expiration of the term, Garland ISD may issue a new RFP for the goods or services procured under the previously-existing contract.; Material change means a modification that substantially exceeds and/or alters the terms of the original contract between Garland ISD and Vendor, and/or the total contract value greater than 10%. The following anticipated and unanticipated changes are to be considered as well do not qualify as a material change: 5% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline; unanticipated program and/or regulation changes	Optional			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

1	Aluminum foil, 18" x 500', heavy duty, .001 gauge, weight 10.7 lbs. per case. 1 roll/box.	Roll	400				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

2	Polyester Film, 18" x 2000', clear, pkg. 1 roll/box.	Roll	400				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

3	Aprons, domestic made, 1 mil. White hot cast embossed polyethylene apron, 28" x 46" with extra long ties, , pkg. 5/100 boxes per cs.	Case	500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

4	Bakery Pan Liners, Parchment, 16 1/2" x 24", Regular release, pkg. 1000/cs.	Case	800				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
5	Bag, Grocery, brown, 57lb or greater, 17"x12" or greater, 500 ct./bale. Submit Sample	Bale	10				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
6	BAG, T-SHIRT, 1000/CS	Case	1000				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			
7	Paper Sacks, white, 8 lb., 500/pk. (packed 4/500 per bale). Must purchase in bale quantity only. Note: 40 pk = 10 bales	Package	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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8	Bags, Sandwich, flip lock top, 6-1/2" X 7", domestic made, natural high molecular, high density polyethylene, .6 mil., clear, pkg. 2000/cs.	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

9	Bags, Sandwich, zip lock top, 6-1/2" X 7", 2 mil., clear, pkg. 1000 per cs. Submit Sample	Case	150				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	

10	Food Bag, 18" x 24", Domestic made, natural high molecular, high density polyethylene, .6 mil., clear, food storage/freezer bag in dispenser box, fits half sheet pan, Approved Brand - Handgards Inc. #FB-24 or equal, pkg. 250 per cs.	Case	50				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

11	Rack Covers, 52" X 80", domestic made, natural high molecular, high density	Case	150				
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LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	polyethylene, .6 mil., full bun rack cover in dispenser box, pkg. 1/50 ct.						
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

12	FOOD CONTAINER, FOAM, WHITE, DISPOSABLE, 6OZ, DART #6SJ12 OR EQUIVALENT	Case	300				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

13	FOOD CONTAINER LID, 3-1/2" VENTED WHITE, POLYSTYRENE, MUST FIT 6 OZ FOOD CONTAINER, DART# 12JL OR EQUIVALENT	Case	300				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

14	BOWL, 28 OZ BAGASSE OVAL, DART# 28BBSC OR SIMILAR	Case	1200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

15	LID, PET CLEAR DOME, MUST FIT 28 OZ BAGASSE BOWL, 300/CS, DART # PET 28BBDL, OR SIMILAR	Case	600				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

16	Cups, 16 oz., clear plastic PET cup, pkg. 1000/cs, Must have matching Lid and insert available, Dart # TR16 or similar. Submit Sample	Case	500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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17	Cup Insert, 3.5 oz clear 1000/CS. To fit 12/16oz. Clear Cup and lid. Dart #PF35C1 or Similar. Submit Sample	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

18	Lid flat, 12/16 OZ X-SLOT, 1000/CS, Must fit 12/16 oz cup. Clear plastic. Dart # 662TS or similar.	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

19	Lid, Dome No Hole, Must fit 12/16oz clear plastic cup. Dart # DNR662 or similar. Submit Sample	Case	300				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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20	CONTAINER, TAKE-OUT, 9 X 9 1/2 X 3, HINGED TOP, CLEARSEAL	Case	650				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

21	CONTAINER, TAKE-OUT, 5-6" SQUARE, HINGED TOP, CLEARSEAL, DART ITEM # PET25UT1 OR SIMILAR	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

22	CONTAINER, 6 X 8, HINGED CLEAR LID, LIME GREEN BOTTOM, SHORT SIDE OPENING	Case	400				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

23	Sandwich Wedge Container, approximate size 4-3/8" X 3" X 3-1/4". Clear plastic. Submit Sample.	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

24	Snack Tray, 3 pocket, black 17.5 mil OPS, 6 3/5"x5"x1.5", 1000/case. Approved Brand- Atrium #21903 or similar.	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

25	Lid for Snack Tray, Universal, clear 10 mil OPS, 6 7/8"x5 5/16"x1.5", 1000/case. Approved Brand- Atrium #21939 or similar.	Case	250				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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26	SACK SNACK, GREASE RESISTANT, COLOR NATURAL. 4 X 1.75 X 3.12. NOVOLEX ITEM # 301057 OR SIMILAR	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

27	SACK SNACK, GREASE RESISTANT, COLOR NATURAL. 4.25 X 2.50 X 3.75. NOVOLEX ITEM # 301053 OR SIMILAR	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

28	Soup Container, 10-12 oz., Made of paperboard, poly-lined inside and outside, made for hot soup, white with clear lid preferred. Cup and Lid included in case. Submit Sample.	Case	450				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

29	BOWL, 16 OZ, BLACK (500/CS), ATRIUM PKG # 24017 OR SIMILAR	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

30	Portion Trays, OVS, Black, 6 Fluid Ounce, Bid 12.5 OPS. Submit Sample	Case	800				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

31	Portion Trays, OVS, Black, 8 Fluid Ounce, Bid 12.5 mil OPS. Submit Sample	Case	1500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

32	Portion Trays, Universal Lids, fits OVS 9 mil through 15 mil. Submit Sample.	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

33	Compartment Tray with hinged lid, 3 compartments, styrofoam, 8" x 8 1/4", white, pkg. 200/cs.	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

34	CUPS, 12 OZ., INSULATED STYROFOAM, DART # 12J12 OR SIMILAR, 1000/CS, SUMBIT SAMPLE	Case	125				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

35	CUP, 9 OZ SQUAT CLEAR, PLASTIC, SOLO # TP9R, OR SIMILAR	Case	250				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

36	Food Tray, #200, 4/250 boxes per cs.	Case	600				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

37	Food Tray, #300, size 9" x 7", pkg. 500/cs. Submit Sample	Case	300				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100		

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

						Yes	
	Quantity per Package	Yes	0	-			

38	Food Tray, #50, 1/2 lb., Size 6" x 4" (curved), packaged 1000/cs. Submit Sample	Case	700				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

39	PANLINERS, OVENABLE, CONTOUR FIT FOR HOTEL PANS	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

40	PIZZA BOX, 16" X 16" X 2" KRAFT CORRUGATED PIZZA BOX	Case	600				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

41	Forks, Polypropylene, Medium weight, White, bulk pack, pkg. 1000/cs. Submit Sample	Case	25				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

42	Spoons, Polypropylene, Medium weight, White, bulk pack, pkg. 1000/cs. Submit Sample	Case	25				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

43	KNIVES PLASTIC 1000/CT	Case	25				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

44	Napkins, white, tall fold, 7" x 13 1/2", folded size 3 1/2 x 6 3/4, pkg. 10,000/cs. Submit Sample	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

45	Nap-Pak, medium weight, consists only of napkin (13" x 13"), spoon, fork, and straw (5 1/2" or 6"). Polypropylene, bulk packaging., 500/cs.	Case	17000				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

46	Glove, disposable, Vinyl, powder free, large.	Case	2000				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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47	Glove, disposable, Vinyl, powder free, medium.	Case	2500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

48	Glove, disposable, Vinyl, powder free, Small.	Case	1000				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

49	Glove, disposable, Vinyl, powder free, x-large	Case	2000				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

50	Gloves, Disposable, large size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	Case	400				
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LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

51	Gloves, Disposable, medium size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	Case	500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

52	Gloves, Disposable, Small size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

53	LABEL,DISSOLVABLE FOOD ROTATION, 2" X 1 1/4"	Case	1000				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

54	Souffle Cups, 2 oz., translucent, plastic, 10/250 pkg. per cs. Submit Sample	Case	1500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

55	Souffle Cup Lids, clear plastic, must fit 2 oz. souffle cup, pkg. 10/250 pkg. per cs.	Case	700				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

56	Souffle Cups, 3 oz., plastic, Submit Sample	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

57	Souffle Cup Lids, must fit 3 oz. souffle cup, Submit Sample	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

58	Toilet Tissue, single ply, 4 X 3.75 inch sheet, 1000 sheets per roll, 96 rolls per cs.	Case	150				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

59	Toilet Tissue, 2 Ply Jumbo Roll, 3.3" X 1000 ft./roll. 9" Diameter. 12 rolls per cs. Submit Sample.	Case	250				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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60	Towels, Food Service, white, pkg. 150/cs. Submit Sample	Case	600				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

61	Trash Bag, 33 x 40, heavy weight, clear, capacity 33 gal., "X" sealed bottoms, pkg. 250/cs. Submit Sample.	Case	520				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

62	Trash Bag, 40 x 46, heavy weight, clear, capacity 40-45- gallon, film weight 10.4 lbs, gauge .68 mils, "X" sealed bottoms, pkg. 125/cs. Submit sample.	Case	630				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

63	Tray, Lunch, checked, Kraft paper, nested. Approximately 10.5"x7.5"x1.5". 250/case. Approved brand-Southern Champion #0590 or similar. Submit sample.	Case	2400				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

64	Tray, 5 compartment, Fiber (Paper) Material, 10 3/8" X 8 3/8" X 1 3/16", White, Beige or Approved Color, Approved Brand - Pactiv # YMC5-8000 or equal, pkg 500/cs.	Case	1500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

65	Tray, 5 compartment, styrofoam, 10 3/8 x 8-3/8"x 1 3/16", laminated top and bottom, white, Approved Brand - Gen-Pak #10500 or equal, pkg. 500/cs. Note: This item is palletized. Unit price must reflect this requirement.	Case	10500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

66	Foil Honeycomb insulated wrap sheet, unprinted, sandwich, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	Case	300				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

67	Foil Honeycomb insulated wraps, sandwich, Blue check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	Case	150				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

68	Foil Honeycomb insulated wraps, sandwich, Green check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	Case	50				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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69	Foil Honeycomb insulated wraps, sandwich, Red check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	Case	150				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

70	Wraps, sandwich, green check, 12 x 12, pkg. 6/1000 pkg. per cs. Submit Sample	Case	50				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

71	Bags, Cold, Wicketed, to be used on EPAC Bagging System. Bags are designed to tape seal on EPAC + Bag Sealer. Use to package 5" cookie, cut fruit & vegetables, cantalope or watermelon slice. 5.25" X 10.5" Approved Brand - Ekon O Pac # CD59NV or equal. Submit Sample.	Case	85				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			

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Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

72	Bags, Cold, Wicketed, to be used on EPAC Bagging System. Bags are designed to tape seal on EPAC + Bag Sealer. Use to package sack lunch. 10" X 15" Approved Brand - Ekon O Pac # CD1015NV or equal. Submit Sample.	Case	75				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

73	Bags Sealing Tape, Cold Poly Tape 3/8 wide X 180 yards long. Please bid all available colors. Approved Brand - Ekon O Pac # 1402 list color. Submit Sample of each color.	Case	50				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted of Each Color?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			
	List Available Colors	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

74	Bagging System + EPAC Equipment, Bagging system includes EPAC + Bag Sealer and EPAC + Bag Stand. Approved Brand - Ekon O Pac EPAC + System or equal. Submit Sample.	Each	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	

75	Hand Towel, roll, single ply, 7.875 inch wide, 1 5/8" core, 350 ft. per roll, 12 rolls per cs.	Case	500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Quantity per Package	Yes	0	-			

76	Laundry soap, 25 lb. pail. Submit sample.	Each	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

77	Fiberglass Mop Handle Quickway, 12/cs	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

78	MICROFIBER MOP HEAD MEDIUM, 5" MESH BAND WITH TAIL, 12/CS	Case	500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

79	LARGE ANGLE BROOM, HEAD & HANDLE IN SAME BOX UNASSEMBLED, 12/CS	Case	400				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

80	IRON BRUSH, 1" TRIM WITH POLYPRO BRISTLES, ANGLED HEAD, DURABLE NON-ABSORBENT 6" WHITE PLASTIC BLOCK, 12EA/CS	Case	350				
	Manufacturer	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

81	FLOOR SCRUB BRUSH, CURVED HEAD, PLASTIC BLOCK THAT WONT CRACK, WARP, MILDEW, WASHABLE RED POLYPRO BRISTLES, FLARE ENDS, 2" TRIM, AND METAL HANDLE, 12EA/CS	Case	150				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

82	METAL HANDLE FOR FLOOR SCRUB BRUSH, 12/CS	Case	75				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

83	DIVIDED BUCKET WITH DOWNPRESS COMBO, EASY DIRTY WATER EMPTY	Each	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

84	SQUEEGEE, 22" WATER WAND, 10/CS	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

85	56" 20-GAUGE STEEL FRAME ALUMINUM HANDLE WITH SOCKET CLAMP (FOR SQUEEGEE), 10/CS	Case	50				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

86	Microfiber towel, Green, 49 gram. 16"x16". 12 per case. Submit sample.	Case	400				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

87	CLEANING PADS, GENERAL PURPOSE HAND PAD, MEDIUM DUTY, GREEN, 6" X 9", 6 BGS/10 EA/CS	Case	100				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

88	DISINFECTING WIPES IN PLASTIC BUCKET, 1400/CS, CLOROX OR EQUAL, SUMBIT SAMPLE	Case	500				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Quantity per Package	Yes	0	-			
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89	DISINFECTING WIPES IN PLASTIC BUCKET, 1400/CS, CLOROX OR EQUAL, SUMBIT SAMPLE	Case	1000				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

90	Straw Plastic, 7.75". Wrapped, jumbo, clear. 24/500/case.	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

91	WIPE, PROBE, ALCOHOL SWAB, IW (200/CS)	Case	200				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

92	ZIP TOP BAG, FREEZER, 2 GALLON	Case	250				
	Manufacturer	Yes	0	-			
	Manufacturer Number	Yes	0	-			
	Supplier Number	Yes	0	-			
	Quantity per Case	Yes	0	-			
	Packages per Case	Yes	0	-			
	Sample Submitted?	Yes	100	-	0 100	Yes	
	Quantity per Package	Yes	0	-			

Bid Number/Title: 139579 9-26 Disposable Products for Student Nutrition Services (SNS)

Company Name:	Company Address:
Title:	
Signature: Date:	

EXCEPTIONS

Item No	Description	UOM	Quantity
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Item Lines with No attributes:

Item Lines with Quantity =1 :

1. Certification of Criminal History Check

Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM (Attached) only, prior to beginning services.

Finger Printing Provisions for National Criminal History Check. Proposer accepts full responsibility for adhering to Senate Bill 9 requirements. The successful proposer will, before beginning performance and at least annually during performance of any Agreement, obtain criminal history record information at its own expense concerning all covered employees, and will certify that to the District that it has done so on the Certification for Criminal History Check – Attachment D provided. A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Proposer or of any Subcontractor of the Proposer, if the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in close proximity to, one or more students. A successful proposer shall be required to immediately remove from District’s property or other location where students are regularly present any covered person who has been convicted of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

2. Assignment of Rights Documentation

The Garland ISD deems it necessary to ensure that both Purchase Orders and payments be issued to the same entity, either Broker or Manufacturer. Brokers who submit bids on behalf of multiple Manufacturers, and represent Manufacturers who will receive the Purchase Orders and payments, must complete the attached Garland Independent School District Assignment Form for each Manufacturer represented.

Instructions are as follows:

Item 1: In space provided, insert Broker name and address.

Item 2: In space provided, insert the name and address of the Manufacturer to which the contract is being assigned and to whom purchase orders and payments will be issued.

Item 4: Complete each line under **Broker:**

Complete each line under **Manufacturer:**

Sign and return the Assignment Form with the Request for Proposal.

Compliance Form

An authorized company representative must sign this form to indicate compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

Certification for Criminal History Check
(In Compliance With Texas Education Code § 22.0834(A))

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students” - The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) felony possession of a controlled substance within 10 years, (f) any weapon offense, (g) felony theft within 10 years, (h) felony forgery, altering official or government document, perjury, securing/executing of document of deception, or (i) Title 5 Offenses Against the Person-homicide, kidnapping, unlawful restraint, trafficking of persons, sexual offenses, assaultive offenses within 30 years.

On behalf of _____ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

- Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:
- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
 - (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so.

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

Signature

Title

Date

Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature Title Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

(1) Any nonprocurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) 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. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub- grantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.



Student Nutrition Disposables
Warehouse Delivery

Scope - The scope of this bid covers disposable items for the Garland Independent School District Student Nutrition Services Department.

A. Bid Period – Pricing from this bid will remain firm from July 1, 2025 – June 30, 2026.

B. Bid Award – Individual items will be awarded based on best value.

C. **Qualification of Product**

1. 20 pieces of each item are required of all items listed on the bid. Sample should come from the production line. The sample must be delivered marked with the brand, product code, print out of label, contact name and phone number.
2. Samples will be used for qualification, testing procedures, and quality control monitoring. Samples are requested for bid evaluation.
3. Samples should be delivered to the Garland ISD Student Nutrition Services Warehouse, 701 North First Street, Garland, TX, 75040, between 7:00 a.m. and 1:00 p.m., Monday through Friday, except for the week of March 17-21, 2025 due to District Closure on those dates.
4. Samples shall be delivered by Friday, April 17, 2025.
5. Samples of product must be labeled as to company, name and telephone number of a contact person, content, units/case, bid item number, and have a Product Code Number. The Warehouse Supplier Sample Log Sheet enclosed for use in logging in the samples. This may be duplicated and filled out in advance to expedite the process of logging in the samples. Only products being submitted on one bid (frozen or staples, etc.) should be listed on one log sheet. Unlabeled product WILL NOT be considered.
6. The product used for testing must be from standard production lines. Failure to follow these instructions will disqualify product.

Company Name: _____

Bidders initials: _____



D. Quantities

1. Estimated quantities are listed on the bid form. These quantities are based on a planned menu and prior year's usage.
2. The District reserves the right to purchase additional quantities of items as listed on this bid subject to verification of the same or lower prices and conditions as bid.
3. The District reserves the right to purchase less than or none of the quantities listed on the bid. Doing so will not cause any adverse action or effect price or conditions as bid.
4. Garland ISD reserves the right to purchase in full truckload or less than full truckload. **The bid price as quoted and awarded will apply to both truckload and less than truckload quantities.**
5. The District will pay no penalties or additional payments due to the District ordering less than a truckload quantity.
6. The District reserves the right not to purchase any item on this bid or any item listed on this purchase agreement.

E. Specifications for Products

1. Please refer to individual specifications for clarification.
2. All materials furnished must meet or exceed specifications as listed.
3. Specifications as written meet the District's admissible specified requirements.
4. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified product shall be understood as indicating the type, function, minimum standard, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. Brands of equal quality or type are acceptable.
5. Specifications received from vendors that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. The District will be the sole judge to determine if products quoted/tested are equal.
6. The SNS Advisory Committee reserves the right to make final decisions on comparable items as equals. Be very certain that items upon which you quoted are equal to items listed.
7. Items delivered must be exact brand and item as tested and awarded.

- F. Proof of Quality and/or Adherence to Specifications - If the product deviates from specifications or it is found to be inferior or is not the original product bid; the supplier will be given notice to pick up the product and issue credit to Garland ISD. Garland ISD reserves the right to terminate the contract for said product and award the bid to the next lowest bidder.

Company Name: _____

Bidders initials: _____



G. Pricing

1. Prices should be for the unit specified on the bid.
2. Prices are to remain firm for the duration of the bid period.
3. Payment terms will be considered in determining the successful supplier. Payment terms should be listed on the bid sheet.

H. Origin and Manufacturing

Garland ISD may give preference to an agricultural commodity that is produced in the United States; and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

I. Conformity and Inspection

All bid items must be in conformance with any federal, state, and local laws or regulations in effect at the time of purchase and be inspected by USDA or the appropriate governmental agency if required.

J. Warehouse Delivery Specifications

1. All deliveries shall be FOB to the Garland ISD Student Nutrition Services Warehouse, 701 North First Street, Garland, TX, 75040, between 7:00 a.m. and 1:00 p.m., Monday through Friday.
2. Delivery appointments must be made 5 workdays in advance prior to delivery. Normal delivery times are Monday – Friday, 7:00 a.m. – 1:00 p.m., depending on availability of appointment times.
3. A PO for each product will be furnished to the successful bidder 10-15 days before the required delivery date to the Garland ISD warehouse. The date on the form will be the Monday of the week during which the product needs to be delivered. The actual date and time of delivery will be established when the supplier or truck line calls to schedule the delivery appointment.
4. All deliveries shall be on 40”x48” pallets stacked a maximum of 50” high and weighing a maximum of 3000 pounds. Pallets will be exchanged as needed. The supplier is responsible for all costs related to loads that need to be palletized at the dock.
5. In addition to temperature rules, on arrival the supplier must also ensure:
 - a. No physical damage to the packaging.
 - b. No abnormal odor to the packing, packaging or contents.
 - c. No physical evidence of rodent, insect or bacterial contamination.
 - d. Laboratory confirmation of chemical or biological contamination.
 - e. Lots or sources identified by government agencies for further inspection or control.

Company Name: _____

Bidders initials: _____



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- f. Supplier will allow the District to inspect deliveries for imperfections (example weevil infestation). If such imperfections are found, the supplier shall pick up items and replace the item or issue a credit for the full purchase amount.
 - g. Supplier is responsible for ensuring all products are wholesome and free of contamination throughout the delivery process until accepted at the GISD dock.
- K. Invoicing
1. The bidder shall provide an original invoice for each shipment. This original invoice is the official pay document used by the Accounts Payable Department of Garland ISD
 2. Invoices shall be numbered with no duplicate numbers.
 3. Invoices must show quantity, Garland ISD SKU number, Garland ISD PO number (to be provided on order form), unit size, unit price, extended unit price and total amount of invoice.
- L. Contract Performance - Garland ISD reserves the right to cancel the entire contract and/or buy in the open market at the current price and charge the supplier the difference between the price so paid and the bid price in the event that:
1. Any item is not delivered during the four (4) days specified at the time the order is placed with the supplier. Prior approval must be obtained if circumstances prevent prompt delivery.
 2. Brands of merchandise other than brands named on the bid are delivered without prior approval.
 3. Formulation of a product is changed.
 4. Orders are not delivered within the specified time period within the delivery day.
 5. Pack changes and written notification has not been made at least two weeks prior to delivery.
 6. If one item of an awarded lot is relinquished, all items will be relinquished.
 7. If the product deviates from specifications or is found to be inferior or unwholesome.
 8. Additionally, the bidder may be liable for liquidated damages for any increased costs to the District resulting in the need to re-bid a product or for the difference in cost for another qualified product and all lab costs.
- M. Product Support Services - Garland ISD will review and approve any technical support, training, promotional items pertaining to your product after the bid is awarded. Final bid award will be based on product quality and student preference.

Company Name: _____

Bidders initials: _____



SEALED BID
Commodity/Commercial Items

March 7, 2025
Pages 6 of 6

Company Name: _____

Bidders initials: _____

1. Certification of Criminal History Check

Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM (Attached) only, prior to beginning services.

Finger Printing Provisions for National Criminal History Check. Proposer accepts full responsibility for adhering to Senate Bill 9 requirements. The successful proposer will, before beginning performance and at least annually during performance of any Agreement, obtain criminal history record information at its own expense concerning all covered employees, and will certify that to the District that it has done so on the Certification for Criminal History Check – Attachment D provided. A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Proposer or of any Subcontractor of the Proposer, if the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in close proximity to, one or more students. A successful proposer shall be required to immediately remove from District’s property or other location where students are regularly present any covered person who has been convicted of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

2. Assignment of Rights Documentation

The Garland ISD deems it necessary to ensure that both Purchase Orders and payments be issued to the same entity, either Broker or Manufacturer. Brokers who submit bids on behalf of multiple Manufacturers, and represent Manufacturers who will receive the Purchase Orders and payments, must complete the attached Garland Independent School District Assignment Form for each Manufacturer represented.

Instructions are as follows:

Item 1: In space provided, insert Broker name and address.

Item 2: In space provided, insert the name and address of the Manufacturer to which the contract is being assigned and to whom purchase orders and payments will be issued.

Item 4: Complete each line under **Broker:**

Complete each line under **Manufacturer:**

Sign and return the Assignment Form with the Request for Proposal.

Compliance Form

An authorized company representative must sign this form to indicate compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

Certification for Criminal History Check
(In Compliance With Texas Education Code § 22.0834(A))

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students” - The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) felony possession of a controlled substance within 10 years, (f) any weapon offense, (g) felony theft within 10 years, (h) felony forgery, altering official or government document, perjury, securing/executing of document of deception, or (i) Title 5 Offenses Against the Person-homicide, kidnapping, unlawful restraint, trafficking of persons, sexual offenses, assaultive offenses within 30 years.

On behalf of _____ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

- Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:
- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
 - (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so.

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

Signature

Title

Date

Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature Title Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

(1) Any nonprocurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) 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. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub- grantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

Name of Business (Contractor)	Vendor ID No. or Social Security No.
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(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

The Vendor shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Vendor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Vendor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The vendor shall file with the Executive Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Vendor shall, during the performance of this Agreement, keep in force the following insurance:

- a. Comprehensive General Liability*(CGL)
 - 1) Bodily Injury \$250,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 2) Personal Injury \$250,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 3) Property Damage \$500,000 each occurrence
- b. Comprehensive Automobile Liability*(CAL)
 - 1) Bodily Injury \$500,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 2) Property \$100,000 each occurrence
- c. Workers' Comp. (as a subscriber to the Act) Statutory (per benefits of Texas Workers' Comp. Act)
- d. Employer's Liability
 - 1) Each accident \$300,000
 - 2) Disease \$300,000
 - 3) Disease for each employee \$300,000
 - *In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

The Vendor shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Sub-contractor's Workers' Compensation Insurance as a subscriber to the act, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-contractors in its own policy(ies).

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Vendor shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

Self-Insurance: A vendor who self-insures for workers compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Vendor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid Invitation.

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

By initialing below, the bidder certifies that it is capable of providing the type(s) and coverage of insurance required.
 _____(Initials)

Company Name	Insured By:	Printed Name	Certificate Number
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Garland Independent School District

Assignment Form

1. Whereas, in response to Garland ISD, RFP # number and full Title (“Broker”) submitted a Bid to

(Insert Broker name and address)

provide _____ to Garland ISD, and through a competitive process, Broker was awarded a contract by Garland ISD, identified as _____ and a true copy of which is attached as Exhibit A: and

2. Whereas, Broker desires to assign all rights, duties and obligations it may have under such contract to _____ (“Manufacturer”),
(Insert name and address of Manufacturer to which the contract is assigned)

and Manufacturer agrees to assume all such rights, duties and obligations: and

3. Whereas, Garland ISD consents to such assignment;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

For good and valuable consideration, the sufficiency and payment of which is hereby acknowledged, Broker hereby assigns to Manufacturer all rights, duties and obligations Broker may have under its contract with Garland ISD identified above and attached hereto as Exhibit A, including without limitation the obligation to provide the goods and/or services identified above or in Exhibit A, and to receive all payments and monies for such goods and/or services.

For good and valuable consideration, the sufficiency and payment of which is hereby acknowledged, Manufacturer hereby accepts and agrees to undertake all of Broker’s rights, duties and obligations under Broker’s contract with Garland ISD identified above, including without limitation the obligation to provide the goods and/or services identified above or in Exhibit A and the right to receive all payments and monies for such goods and/or services upon delivery and performance.

Garland Independent School District hereby consents to this Assignment. In consideration for such consent, Broker agrees that it will be held as surety for the proper performance of this contract by Manufacturer, and further that, upon demand by Garland Independent School District, Broker will perform or cause to be performed all obligations assigned by it in this assignment.

4. This Assignment is binding when signed by an authorized representative of each party. Each signatory below represents that he or she is fully authorized to enter into this agreement on behalf of the party represented.

Broker:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Manufacturer:

Signature: _____

Name: _____

Title: _____

Date: _____

Garland Independent School District

Signature: _____

Printed Name: Mark A. Booker

Title: Director of Purchasing

Date: _____

EVALUATION CRITERIA

Information provided will also be used for the evaluation of the proposal and to determine the specific services offered by the proposer. Garland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested or that is not organized and formatted as described in this RFP.

Evaluation Criteria		Max Points
1.	Purchase Price	40
2.	The reputation of the vendor and the vendor's goods or services	0
3.	The quality of the vendor's goods or services	30
4.	The extent to which the goods or services meet the district's needs	30
5.	The vendor's past relationship with the District or a District similar in size	0
6.	The impact on the ability of the district to comply with laws and rules relating to historically underutilized business.	0
7.	The total long-term cost to the district to acquire the vendor's goods and services.	0
8.	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state	0
	Maximum Total Points	100

Garland ISD Cretlit References

Point of Contact

Mark A. Booker
Director of Purchasing
Garland Independent School District
P.O. Box 469026
Garland, TX 75046-9026
Tax ID#: 75-6001650
DUNS# 07-837-0061

Phone: 972-487-3086

Fax: 972-487-3097

Bill To:

Accounts Payable
Garland Independent School District
P.O. Box 461228
Garland, TX 75046-9026

Attn: BiBi Azeez
972-487-3123

Ship to

Garland ISO
Food Service Warehouse
701 N. First Street
Garland, TX 75040

Credit References

O'Rourke Petroleum

PO Box 200910
Houston, TX 77216-9010
Phone: 469-583-7701
Fax: 817-553-0508

Estes McClure & Associates

3608 Westway
Tyler, TX 75703-3000
Phone: 972-581-2677
Fax: 903-581-2721

McLane Express Inc. dba

The C.D. Hartnet Co.
4151 Blue Mound Road
Fort Worth, Texas 76106
Phone: 817-625-8921
Fax: 817-626-4201

Western Paper Co.

P.O. Box 535188
Grand Prairie, TX 75053-5188
Attn: Shannon Henneberry
Phone: 972-647-1551
972-713-1301
Fax: 972-262-4708

Hill Country Dairies, Inc.

2306N. Beckley Avenue, #100
Dallas, TX 75208
Phone: 469-804-8811
Fax: 214-812-9502

Bank Reference

Wells Fargo
1445 Ross Ave
Dallas, Tx 75202

Sr Relationship Manager: Nick London
Phone: 214-922-2348
General Operating Funds
Account# 721007107
Garland, TX 75042

Delivery Information

For Delivery Appointment call:

Garland ISO Student Nutrition Services
Phone: 972-487-4226

Ask for warehouse/Chester Johnson
24 hours in advance of delivery

Palletize, will exchange. Shrink wrap entire stacks on pallets. Will not accept quantities in excess of amounts on purchase order.