



Turlock Unified School District



Invitation For Bid

“IFB”

Linens, Matts, Towels, Supplies (2022/5)

Contact:

Director of Child Nutrition

Jennifer Lew-Vang

1901 Auto Mall Drive

Turlock, CA. 95380

(209) 667-9048

Jlewvang@turlock.k12.ca.us

Invitation For Bid

“IFB”

Turlock Unified School District
Child Nutrition Department
1901 Auto Mall Drive
Turlock, CA. 95380
(209) 667-9048

Table of Contents

Bidders Registration Form	Page 1
Notice to Bidders	Page 2
General Conditions, Instructions, and Specifications	Pages 3 – 6
Insurance Requirements for Contractors	Pages 7 – 9
Bid Instructions	Page 10
Invitation for Bid Signature Page	Page 11
Non Collusion Declaration	Page 12
Instruction for Certification	Page 13
Piggyback Clause	Page 14
Bid Specifications/Special Condition/Scope of Work	Pages 15
Request for Bid Quotes	Page 16

Turlock Unified School District
Child Nutrition Department
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Bidders Registration Form

Turlock Unified School District Bids and Proposals are available online at the Child Nutrition website.

<http://cnd.turlock.k12.ca.us/>

Please email the following information to the Director of Child Nutrition so you may be added to our bidders list and be notified of any addenda to the solicitation.

jlewang@turlock.k12.ca.us

Name:
Title:
Organization:
Street Address:
City:
State/Province:
Zip/Postal Code:
Work Phone:
Cell Phone:
Fax Phone:
Email:

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Notice to Bidders

Notice is hereby given that the Turlock Unified School District "TUSD" will receive sealed bids for the following information: (Bids will be received and opened in the order listed below).

5th Linens/Matts/Towels/Supplies 2022/5

Sealed bids must be received and delivered prior to the date, time, and location listed below:

Bid Due Date: Thursday, June 2, 2022
Bid Time: 2:00 pm PST
Location: TUSD Child Nutrition Department
 1901 Auto Mall Drive
 Turlock, CA. 95380

At said time, the bids will be opened and read aloud. Bids must be sealed and shall be properly labeled on the outside of the envelope with the following information:

Bid Number:

Bid Title:

Name of Bidder:

Faxed bids will not be accepted

Copies of the bid documents may be downloaded on our website <http://cnd.turlock.k12.ca.us/>

Refer questions to Jennifer Lew-Vang via email at (prior to May 28, 2022 at 2:00 pm PST)

- Jlewang@turlock.k12.ca.us

Only questions received by email will be responded to.

Bid Number: 2022/5
Bid Title: linen/matt/towel/supply
Bid Due Date: Thursday, June 2, 2022 @ 2:00 pm PST
Contract Duration: July 1, 2022 through June 30, 2023

Turlock Unified School District
Child Nutrition Department
1901 Auto Mall Drive
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(209) 667-9048

General Conditions, Instructions, and Specifications

1. Please quote your current prices F.O.B. Turlock "TUSD" 1901 Auto Mall Drive prices quoted shall not include California sales or use tax.
2. Bids must be sealed and delivered to the Turlock Unified School District Child Nutrition Office; 1901 Auto Mall Drive, Turlock CA 95380 on or before the time and date specified in the Notice to Bidders. Bids will be opened and read aloud in the Child Nutrition Director's office. **NOTE: Facsimile (FAX) bids will not be accepted.**
3. A copy of the Invitation for Bid (IFB) form is enclosed. Each bid shall be submitted on the form furnished by the Turlock Unified School District. The bid, together with all documents required to be submitted therewith, shall be placed in a sealed envelope inscribed thereon "Sealed Bid". A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-responsive.
4. All bids must bear the firm name and be signed by responsible officer or employee. Obligations assumed by such signature must be fulfilled. Please include the name and nature of your legal entity and any fictitious name(s) under which the bidder does business. A "Non-Collusion Declaration" must be completed and signed by the party making the bid. Also a "Suspension and Debarment Certification" must be completed and signed by the party making the bid.
5. Corrections may be made but must be initialed in ink by the person signing the bid form. No oral or telegraphic modification will be considered. Bids cannot be changed after they have been opened. Bids submitted may be withdrawn by telegraphic or written request; however, the request must be received prior to the designated time of the bid opening.
6. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
7. The Turlock Unified School District reserves the right to reject any or all of the items listed. Quality and adaptability to the purpose for which the materials and/or services are intended will be considered in making the award and the price quoted will not be the only determining factor. It is the intention of the Board of Education to award orders on the basis of quality, price and performance.
8. The successful bidder agrees to indemnify, defend and save harmless the Turlock Unified School District, its governing board, related divisions and entities, officers, agents and employees from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or sub-contractor's performance under the terms of the contract award, excepting only liability arising out of the sole negligence of the District.

Bid Number: 2022/5

Bid Title: linen/matt/towel/supply

Bid Due Date: Thursday, June 2, 2022 @ 2:00 pm PST

Contract Duration: July 1, 2022 through June 30, 2023

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General Conditions, Instructions, and Specifications

9. The bid, its acceptance by said School District, and the issuance of a School District purchase order shall constitute the total contract by and between the said School District and successful bidder(s). There will be no understandings, agreements, representations express or implied, not specified in the purchase order. Any changes that may occur after the execution of the purchase order(s) must be in writing.
10. The Turlock Unified School District is exempt from all Federal Excise Taxes. Federal exemption certificates will be furnished when requested.
11. The contract shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the contract bond if any, and Turlock Unified School District.
12. Unless otherwise specified, the contract shall render invoices in triplicate and must include the firm name as shown on the contract, the District purchase order number, date, price, quantity and item(s). Failure to reflect the purchase order number will negate the invoice until the contractor provides a correct invoice. The invoice must include separately any taxes payable and certify that Federal Excise is not included in the prices listed thereon.
13. Manufacturer's name, brand name and numbers, when given in the Invitation for Bid are for reference. Unless otherwise stated, bids on equal items will be considered. However; any item bid must in all cases be equal in quality and utility and clearly described.
14. Brand, make and catalog number must be indicated for each item bid. State "as specified" or show alternate brand and number if applicable. Any alternate that does not meet specifications will not be accepted. Descriptive catalogs or brochures must be submitted on all alternates. It shall be the bidder's responsibility to prove to the satisfaction of the Turlock Unified School District that any alternates offered are equal to the specified materials. The Turlock Unified School District shall be the sole judges in determining whether the alternate material offered are equal to the specified material.
15. Samples shall be furnished free of cost to the District and when requested by the District, the samples shall be submitted to the Director of Child Nutrition; 1901 Auto Mall Drive, Turlock CA 95380. Samples must be plainly marked with name of bidder, bid number and date of bid. Samples of successful bidder(s) may be retained for comparison with delivered products. Other bidder(s) may pick up samples (if not destroyed by test) on notice from Director of Child Nutrition. Turlock Unified School District reserves the right to reject the bid of any bidder failing to submit samples as requested.
16. All material furnished shall be subject to inspection for compliance with specifications. Any material which does not meet specifications shall be returned at the bidder's expense. Any cost incurred for inspection shall be borne by the vendor if the item does not meet specifications.
17. The committed to delivery or completion date must be stated clearly on the bid form and will be an important factor in the evaluation of bid.

Bid Number: 2022/5

Bid Title: linen/matt/towel/supply

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Contract Duration: July 1, 2022 through June 30, 2023

General Conditions, Instructions, and Specifications

18. Prices are maximum for the period of agreement. A formal letter in writing must be submitted with a 30 day notice for any items which bidder may feel necessary to increase during the period of this agreement **with a letter from the manufacturer stating an increase in the product cost to you.** In the event of a price decline, or should the bidder at any time during the life of the agreement sell the same materials or services under similar conditions to the State of California or any county, municipality or legal district of the State of California at prices below those stated herein, such lower prices are to be immediately extended to the Turlock Unified School District.
19. Unless the bidder specified otherwise in his bid, or the Invitation for Bid gives notice of any all-or-none award, the School District may accept any item or group of items of any bid.
20. The District reserves the right to negotiate, to delete, or add additional items and/or delivery sites to the contract within the provisions of the Education Code of the State of California.
21. The District reserves the right to have a representative present at the Vendor's plant (or original manufacturing plant) at time of processing any item that was awarded.
22. The successful bidder shall furnish and deliver the quantities designated by the district purchase order. All materials, supplies or services furnished under the purchase order shall be in accordance with the District specifications. **THE QUANTITY FIGURES SHOWN ARE BASED ON A BI-ANNUAL OR ANNUAL CONSUMPTION AND ARE APPROXIMATE ONLY.** The School District shall in no way be bound by them.
23. Delivery - Time and manner of delivery are essential functions in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs of freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents.

All deliveries shall be by appointment and will be made from **6:00 am to 12:00 pm.**
24. All products offered shall be in conformance with the "Buy American Act".
25. The successful supplier(s) will be required to provide insurance coverage in accordance with Section II - Insurance Requirements for Contractors.
26. This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement, Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
27. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

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General Conditions, Instructions, and Specifications

28. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court with jurisdiction over Stanislaus County.
29. This Agreement may be terminated by either party upon giving of thirty (30) days written notice to the other with cause.

Insurance Requirements for Contractors

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractor's bid.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- b. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1"any Auto" and endorsement CA 0025.
- c. Workers Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

2. Minimum Limits of Insurance

Contract shall maintain limits no less than:

- a. Product Liability: \$2,000,000 minimum coverage per occurrence.
- b. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- c. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- d. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

3. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the School District. At the option of the School District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the School District, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Insurance Requirements for Contractors

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. **General Liability and Automobile Liability Coverages**

1. The School District, its officials, employees and volunteers shall be covered as insured as to respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the School District, its officials, employees or volunteers.
2. The Contractors' insurance coverage shall be primary insurance as respects to the School District, its officials, employees and volunteers. Any insurance or self-insurance maintained by the School District, its officials, employees or volunteers shall be excess of the Contractors' insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the School District, its officials, employees or volunteers.
4. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. **Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the school District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the School District.

c. **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the School District.

5. Acceptability of Insurers:

Insurance is to be placed with insurers with a Bests' rating of not less than A: XIII.

Insurance Requirements for Contractors

6. Verification of Coverage:

Contractor shall furnish the School District with certificate of insurance and additional insured endorsement affecting coverage as required by this clause. The certificate and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and additional insured endorsement are to be on forms provided by the Insurer and are to be received and approved by the School District before work commences. The School District reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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Bid Instructions

1. The specifications attached to these instructions to bidders establish a standard of quality desired by the District. Any bidder may submit his quotation on any article which substantially compiles with these specifications as to quality and workmanship. The District reserves the right to make its selections of materials purchased, based on its best judgment as to which articles substantially comply with the District requirements.
2. All bids shall be submitted in a sealed envelope and delivered to the Turlock Unified School District, Child Nutrition Department Office. Bids will be opened and read aloud at the time and date specified. **NO FAXED BIDS WILL BE ACCEPTED.**
3. The bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations without written consent by the District.
4. All prices shall be typed or written in ink. Taxes shall not be included in the unit price. Bids cannot be withdrawn or corrected after the bids are opened by the District. The District will not be responsible for errors or omissions on the part of the bidders in making up their bids.
5. The bidder agrees to deliver prepaid, by the date specified on the bid form, all items on which bids are accepted, to the address which will be indicated on any purchase order generated as a result of this bidding action. **All costs of delivery, freight or packing are to be borne by the bidder.** The District will consider delivery complete only when all items which are considered a part of any unit of material are delivered in full. The District reserves the right to cancel orders not received by the guaranteed delivery date given on the bid form.
6. Quote on each item separately. Prices must be stated in units specified hereon. The District may award a contract on any individual item or combination of items, whichever is in the best interest of the District.
7. Bidder shall state the brand name and part number.
8. The successful bidder(s) shall be furnished a purchase order and contract with the Turlock Unified School District's billing instructions.
9. The successful bidder(s) shall furnish and deliver the quantities designated by the District Purchase order.
10. Packing slips clearly identifying the merchandise, listing the District Purchase order number must accompany every delivery.
11. The vendor shall hold the District, et al, harmless from any liability of any nature or kind for any article or appliance furnished or used under this bid.
12. The contract(s) will be awarded to the lowest responsible bidder(s) in accordance with these bid instructions and the conditions for the materials and/or supplies specified on the related bid forms providing there has been no issues in past year(s) regarding quality of product and service, price or performance. The Board of Trustees reserves the right to reject any or all bids received, and to make the award which is in the best interest of the Turlock Unified School District.

The Turlock Unified School District reserves the right to be sole judge of the merit and suitability of items bid.

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Invitation For Bid Signature Page

Delivery: Guaranteed completion will be in accordance with delivery schedules as established by the Turlock Unified School District's Director of Child Nutrition.

Contract Duration: The duration of this contractual period will be from **July 1, 2022 through June 30, 2023.**

The undersigned hereby purposes and agrees to deliver the goods or services in accordance with the terms, conditions, specifications, and prices set forth herein.

Name of Firm:

Signature (Unsigned bids will be rejected):

Type or Print Name and Title:

Address:

Phone Number:

Payment Term:

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Non-Collusion Declaration

Note: This document must be executed and submitted with the bid.

Linens/Matts/Towels/Supplies (2022/4)

Turlock Unified School District
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I, _____ declare that I am the _____ (position) of _____ (Name of Bidder), the party the bid; that the bid is not made in the Interest of or on behalf of any undisclosed person, partnership, company, association, organization, or Corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date

Signature

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to the other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not require to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Piggyback Clause

Turlock Unified School District hereby authorized other agencies (including public, private and charter school districts) to purchase food, equipment and/or services under Bid Number_ and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur, the vendor agrees to pay Turlock Unified School District a reasonable 2% administration fee as allowed and provided for in Public Contract Code 20118 and 20652.

Under the terms and conditions of this contract, the vendor may pass on the 2% and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of the Bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter school districts) to purchase food, equipment and/or services using the same terms and conditions of Bid Number_____ and subsequent contract.

Yes

No

Date

Signature

Company

Bid Specifications/Special Conditions/Scope of Work

1. The quantity figures shown are based on a contract duration and are **approximates only**. The School District shall in no way be bound by them.

2. Vendors must deliver quantities to the following locations:

Child Nutrition Education Center	1901 Auto Mall Dr. Turlock, CA. 95380
Maintenance and Operations	2222 Acme Ct. Turlock, CA. 95380
Central Kitchen	1441 Colorado Ave. Turlock, CA. 95380
Turlock High School	1600 E. Canal Ave. Turlock, CA. 95380
Pitman High School	2525 W. Christophersen Pkwy. Turlock, CA. 95382
Turlock Junior High School	3951 N. Walnut Rd. Turlock, CA. 95382
Dutcher Middle School	1441 Colorado Ave. Turlock, CA. 95380
Brown Elementary School	1400 Georgetown Ave. Turlock, CA. 95382
Crowell Elementary School	118 North Ave. Turlock, CA. 95380
Cunningham Elementary School	324 W. Linwood Ave. Turlock, CA. 95380
Earl Elementary School	4091 N. Olive Ave. Turlock, CA. 95382
Julien Elementary School	1924 E. Canal Dr. Turlock, CA. 95380
Medeiros Elementary School	651 W. Springer Dr. Turlock, CA. 95382
Osborn Elementary School	201 N. Soderquist Rd. Turlock, CA. 95380
Walnut Elementary School	4219 N. Walnut Ave. Turlock, CA. 95382
Wakefield Elementary School	400 S. Ave. Turlock, CA. 95382

3. In accordance with Section 39644 of the Education Code of the State of California, the successful bidder shall be awarded a contract effective July 1, 2022 and run through June 30, 2023. The District may, according to the State of California Education Code, option to extend the contract beyond the original contract period in one (1) year increments for up to two (2) years for a total of three (3) years. The rates shall be subject to adjustment once each year commencing with the beginning of the second year in the contract period. The successful bidder must notify the District in writing of price changes sixty (60) days prior to the contract anniversary date. The District may require justification for price increase. The District reserves the right to reject said price changes and cancel the remaining balance of the contract if in the best interest of the District.

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Note: If quoting an “equal,” at the time the bid is submitted, you must provide samples with brand name, number of portion per box, weight per box, total weight of one portion, and manufacture’s specification sheets giving the nutritional analysis.

	Quantity	Unit	Brand Name	Item Description	Mfg#	Pack Size	Unit Price	Case Price	Vendor Awarded
1.	2000	Ea.	Per week	Micro Fiber Towel			.11		Ameripride
2.	125	Ea.	Per week	36 in. Dust Mop			.91		Ameripride
3.	50	Ea.	Per week	60 in. Dust Mop			1.09		Ameripride
4.	40	Ea.	Per week	3 x 5 Floor Matt			1.40		Ameripride
5.	150	Ea.	Per week	4 x 6 Floor Matt			2.69		Ameripride
6.	50	Ea.	As needed	36 in. Dry Mop Handle			.10		Ameripride
7.	50	Ea.	As needed	60 in. Dry Mop Handle			.10		Ameripride