



**Denver Public Schools
Enterprise Management
Food and Nutrition Services
2320 West 4th Avenue
Denver, CO 80223**

Date: October 3, 2013

Subject: Invitation to Bid, #BD1611 Paper, Plastic & Foil Products

Enclosures: (1) Invitation For Bid Cover Sheet
(2) General Terms and Conditions
(3) Special Terms and Conditions.
(4) Specification and Pricing Form

To: All prospective bidders:

Thank you for obtaining this Invitation for Bid on-line.

Please note: Denver Public Schools Purchasing Department is posting bids in two manners- 1) on the DPS website and 2) using an on-line 'Bid Provider' service known as 'Bid Net'. This is a revision to the District's previous bid documents, please review carefully.

Enclosed, please find a Request for Proposal to provide Denver Public Schools Enterprise Management Food and Nutrition Services with Paper, Plastic & Foil Products unless otherwise noted, (bidders) must provide a bid on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the materials or services requested in a timely manner and conform to the scope of work enclosed. To be considered valid in the selection process, all bids must follow the critical dates, as set forth below:

Critical dates:

1) IFB Issue date – October 3, 2013

2) Questions due date – **October 25, 2013**. Responses to questions will be provided in writing to all prospective bidders, by **October 25, 2013**.

3) Bid due date - Bids must be received in the District's Enterprise Management Office on or before, **October 31, 2013 3PM**, Mountain Standard Time. Bids received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering the bid on the due date, allow enough time to find parking (there is parking but space is limited) and security check-in. The District will not accept an e-mail or fax response to this Invitation For Bid. You are responsible to address the envelope as follows- Denver Public Schools, **Enterprise Management Food and Nutrition Services, 2320 W. 4th Avenue, Denver, Colorado 80223, Attn: #BD1611**.

4) Bid Expiration date- Bidder must indicate an expiration date for the pricing. Any expiration date shall not be less than (90) days from the bid due date as indicated herein.

Please be advised that the award is based upon the content of the bidder's response. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer: DeeDee Case, Fax number (720) 423-5629.

Sincerely,

DeeDee Case, CPPB

DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

Effective July 1, 2013, all new business conducted with DPS will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
 - Bids and Proposals sent directly to your personal Supplier Portal account
 - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your "Supplier Portal".
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

Access to the supplier portal can be found here: <http://purchasing.dpsk12.org/>

Supplier Portal User Guides are available at same link (under the 'Suppliers/Vendors' link on the right-hand of the page).



Denver Public Schools
Enterprise Management
Food and Nutrition Services
2320 West 4th Avenue
Denver, CO 80223

INVITATION FOR BID BD1611
COVER SHEET-FILE IN TAB A

Date: October 3, 2013

Bid number: BD1611

Bid title: Paper, Plastic and Foil Products

Bids will be received until: October 31, 2013
3:00 p.m., local standard time
at: 2320 W. 4th Avenue,
Denver, Colorado 80223

Goods or services to be delivered to or performed at: Enterprise Management Warehouse
301 Wyandot Street
Denver, CO 80223

For additional information please contact the buyer: DeeDee Case, CPPB
720-423-5617

Email Address: deanna_case@dpsk12.org

Documents included in this package: Invitation For Bid Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Specification and Pricing Form

If any of the documents listed above are missing from this package, they may be picked up at 900 Grant, Room 301. If you require additional information, call the Denver Public Schools contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Approved by: _____ Date: _____

Reviewed by: _____ Date: _____



Denver Public Schools
Enterprise Management
Food and Nutrition Services
2320 West 4th Avenue
Denver, CO 80223

INVITATION FOR BID BD1611

GENERAL TERMS AND CONDITIONS

- I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations for Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").
- II. **CONTENTS OF OFFER**
 - A. **General Conditions.** Vendors are required to submit their Offers in accordance with the following expressed conditions:
 1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
 2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Purchasing Department's policies and procedures including state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
 3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must clearly indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
 4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.
 5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.

6. Open Records.

Disclosure of Information to the District

The Vendor understands that the information provided to the District in response to a Request For Proposal ("RFP"), a bid or under an agreement or contract between District and the Vendor, may be subject to release, inspection or disclosure upon request..

"Information," shall include any confidential or non-confidential information which: (a) belongs to the Vendor; (b) is of a scientific, technical, clinical, business, financial, marketing, corporate, specialized or other trade secret; (c) has value to the Vendor; (d) has generally been considered and treated by the Vendor as confidential prior to the time of disclosure; and (e) is clearly identified as "Confidential" or "Proprietary" when disclosed to the District. Information shall not include any information which: (a) at the time of disclosure is in the public domain (whether or not any of the parties knows that the information is in the public domain); (b) after disclosure is published or otherwise becomes part of the public domain in any manner other than by the District; (c) was in the possession of the receiving party at the time of disclosure by the District as evidenced by competent written documents; or (d) was independently developed by the receiving party as evidenced by competent written records.

It is presumed that any Information provided to the District is a public record and is subject to inspection, further disclosure and release by lawful subpoena, government regulation, court order, lawful purpose or as requested pursuant to the Colorado Public (Open) Records Act (Colo. Rev. Stat. sec. 24-72-204, or as amended later), except any information that is recognized as confidential, qualifies as exempt or is protected by the applicable state and Federal law, the District will not disclose; provided, however, when it is reasonably practicable to do so under the circumstances, the District will make an effort to notify the Vendor of the impending release of records in order to provide the Vendor an opportunity to challenge the release of the requested information. Barring the receipt of a legal order or decree prohibiting the District's disclosure of the requested information, the information will be released to the requesting party as the law requires.

Nothing in this provision shall be construed to create a legal duty or an obligation or a liability for the District or its employees, officers, agents or assigns to act or pursue any claim, defense, cause of action, or legal process on the Vendor's behalf. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its employees, officers, agents or assigns against any claim, judgment, damages and legal expenses and costs, including any attorney fees awarded to a third party or incurred or a court may order to pay because of a lawful release of the requested information by the District.

- B. Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days' prior notice to the District in writing.

C. Clarification and Modifications in Terms and Conditions

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Purchasing Department web site (<http://purchasingts.dpsk12.org/bids/default.asp>) . Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

D. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

6. Organization of BID response

TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms in this section)

TAB B- Vendor Pricing

TAB C- Vendor Information Form

B. Submission

1. The Original Offer shall be sealed in an envelope with the vendor's name and the RFP number on the outside and marked, 'Master'. This master shall be sent or delivered to the District's Enterprise Management Food and Nutrition Services Department, 2320 W. 4th Avenue, Denver, Colorado 80223.
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
3. Offers submitted via facsimile machines or email will not be accepted. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.

- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification.

B. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

- A. Rejection of Offers. The District may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
2. Re-advertise this Solicitation;
3. Postpone or cancel the process;

4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
 5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.
- B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
 4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
 5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.
- C. Elimination From Consideration
1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
 2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES.

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance,.

- A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

- B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

VII. AWARD OF CONTRACT. The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VIII. APPEAL OF AWARD. Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Director of Purchasing within 72 hours after the recommendation of award is posted on the Purchasing Department's web site at <http://purchasing.dpsk12.org/bids/default.asp>, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

IX. CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.
 3. In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.
 4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Purchasing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Purchasing Department.
- D. Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to reprocure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any

difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the resolicitation effort

- E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

X. MODIFICATIONS TO EXISTING CONTRACT. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

XI. TERMINATION OF CONTRACT

- A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.



Denver Public Schools
Enterprise Management
Food and Nutrition Services
2320 West 4th Avenue
Denver, CO 80223

INVITATION FOR BID BD1611

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

October 3, 2013	Distribute Invitation to Bid
October 17, 2013 2:00PM	Samples Due
October 23, 2012	Addendum for Approved Products
October 25, 2013	Deadline for submitting questions
October 31, 2013 3:00PM	Proposal deadline
January 1, 2014	Award contract

PURPOSE: The purpose of this Solicitation is to establish a contract for the purchase of PAPER, PLASTIC and FOIL PRODUCTS for Enterprise Management Food and Nutrition Services in conjunction with the District's total needs. The successful Vendor(s) will be designated as the sole provider(s) of specific awarded items to the District during the effective period of the contract and it is hereby agreed and understood that the Vendor will be required to provide periodic shipments of items during various delivery cycles throughout the term of the contract

TERM OF CONTRACT: This contract shall commence on January 1, 2014 and shall remain in effect through December 31, 2014.

OPTION TO RENEW: No renewal option.

RECAP OF OFFERS SUBMITTED: Vendors wishing to receive a recap after recommended award of the Solicitation may do so by including an email address in the space provided: _____

RESPONSE TO QUESTIONS: Questions which arise during the response preparation period regarding issues around the Solicitation, purchasing and/or award should be directed, in writing, via email to Deanna_case@dpsk12.org via fax number (720) 423-5629. The Vendor submitting the question shall be responsible for ensuring that the Buyer receives the question no later than 3:00pm on October 25, 2013.

METHOD OF AWARD - ITEM BY ITEM: It is the intent of the District to award this Contract to the lowest responsive, responsible Bidder on an item-by-item basis. Notwithstanding, the District reserves the right to alter this method of award if such alteration results in the best value for the District.

ADJUSTMENT OF QUANTITIES: While the quantities stipulated in this Invitation for Bid will be used by the District for purpose of determining the low Bidder meeting specifications, it is hereby agreed and understood that the District has the right to increase/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions or unanticipated usage.

SUBMISSION OF OFFERS: An original blue ink signed and one (1) copy each Offer must be received at the time and place specified in this Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

USE OF FEDERAL FUNDS: In order to comply with Federal regulations for the purchase of products utilizing federal funds all vendors are required to complete the following attached forms and include them with their proposal. The three forms are:

- CERTIFICATION REGARDING LOBBYING
- DISCLOSURE OF LOBBYING ACTIVITIES, (if applicable)

The failure to complete and return these forms with your proposal may render it non-responsive.

FOR ITEMS STATED AS "OR EQUAL": Equal product may be considered upon receipt of samples, product information and specifications. Bidder must submit samples to the Office of Enterprise Management Food and Nutrition Services at 2320 West Fourth Avenue, Denver, CO 80223 for evaluation at no later than 2:00pm October 17, 2013. Samples not received at this location will not be considered. These will be submitted at no cost to the District. The District shall be the sole judge of equality. The decision shall be final and in the best interest of the District. The District reserves the right to award previously approved items to the lowest Bidder until such time as the evaluation of equal product is completed and approved.

SAMPLES OF PRODUCTS ARE REQUIRED: NO FULL CASES OF SAMPLES WILL BE REVIEWED

Vendors are required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the District. Unless otherwise specified by the District on the Solicitation, a sample of each product offered by the Vendor in its Response shall be submitted. Samples shall be submitted no later than 2:00pm October 17, 2013. Vendors who fail to submit samples as required shall be considered non-responsive and ineligible for award unless waived by the District in its best interest. **Each individual sample must be clearly labeled with the Vendor's name, Solicitation number, Manufacturer's Name and Brand Name, Product Number and what line item the sample is to be considered for. All samples must be delivered to 2320 W. 4th Avenue, Denver, CO 80223 attention DeeDee Case BD1611 Samples.** All samples shall become the property of the District. The District reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the District shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be Final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the District, in the manner described by the District, if this warranty is violated during the term of the contract.

Environmentally Preferable Products (EPP):

Whenever possible the District would like to use **Environmentally Preferable Products (EPP):** The least environmentally damaging products and services at any given time that are commercially available at a reasonably competitive price and that meet acceptable performance standards set by the District. Related terms include "environmentally appropriate," "environmentally sensitive" and "environmentally sound." If you have products that are made with recycled content or compostable products please provide product information for consideration in the **Environmentally Friendly Alternative** fields below.

Documentation must be provided for any Environmentally Preferable Products submitted for review. All compostable products shall be (ASTM), ASTM International, formerly known as the American Society for Testing and Materials all biodegradable products shall be (BPI) Biodegradable Products Institute certified to meet ASTM D-6400 and ASTM D-6868 standards.

We also ask that when possible your packaging materials are made of recyclable or reusable paper, glass, steel, aluminum or plastic.

PRICING: In order to control costs and increase efficiency the Enterprise Management Department of Food and Nutrition Services is requesting an additional quote, where applicable, for the cost per case of a direct drop-shipment from the manufacturer to our warehouse. Necessary information on the minimum quantity or weight required for a direct drop-shipment is also requested. The award for each line item will be made to only one vendor. The District reserves the right to order by either method at the related cost as quoted by the vendor.

METHOD OF ORDER: The Enterprise Management Department of Food and Nutrition Services office will issue a dated, signed Vendor Order to the Vendor by fax or email. Confirmation of receipt of the Vendor Order is required within twenty-four hours either by email or return FAX. The Vendor Order will specify the amount requested, the specific item bid by the Vendor and the bid price, before any discount. **The Vendor Order sequence number must be referenced on the invoice and packing list.**

DELIVERY TIMES, LOCATIONS, AND REQUIREMENTS: The Vendor shall deliver all items requested through this Solicitation to the Enterprise Management Warehouse located at 301 Wyandot Street, Denver, Colorado 80223. Delivery time and location must be scheduled by calling the Warehouse at 720-423-5634 or 720-423-5633 forty-eight hours in advance or by agreed on predetermined standard appointment. Deliveries shall only be allowed between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday, excluding District holidays. The Enterprise Management Department of Food and Nutrition Services Office requests complete deliveries, by line item, within three weeks of the placement of the order. Balances of any incomplete deliveries, by line item, must be filled within the following two-week period. Any additional lead-time required by the manufacturer shall be stated in the Bid, item-by-item. Partial deliveries, by line item, may be considered complete.

Deliveries must be on four-way pallets and shall not exceed six (6) feet in height. If pallets are delivered with pallets exceeding six (6) feet the driver/vendor will be responsible for hiring a lumper service. When delivering to the district warehouse facility if a lumper service is needed this will be at the driver/vendors cost, at no time will the District be responsible for paying for these services.

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s), which contain the items and shall be made available to the District's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Vendor Order number, date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable. The District's Receiving representative has the authority to reject shipments that do not conform to this requirement.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized District representative. All orders shall require inside delivery unless otherwise specified in the Solicitation's Special Terms & Conditions.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the District in accordance with this Solicitation. All corrections shall be made within 10 calendar days after such deficiencies; defects and/or damages are verbally reported to the Vendor by the Purchasing Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify the Denver Public Schools Enterprise Management Food and Nutrition Services Department of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the District and for removal from the District's approved vendor list(s).

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

BACK ORDERS MUST BE FILLED WITHIN REASONABLE TIME: If the successful Vendor experiences a back order of items from its manufacturer or distributor, the Vendor shall insure that such back orders are filled within a reasonable period of time. The Vendor shall not invoice the District for back ordered items until such back orders are delivered and accepted by the District's authorized representative. It is understood and agreed that the District shall be the sole judge of what constitutes a reasonable period of time and may, at its discretion, verbally cancel back orders, seek the items from another vendor, and charge the Vendor for any re-procurement costs.

METHOD OF PAYMENT - PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Enterprise Management Department of Food and Nutrition Services Department, 2320 West Fourth Avenue, Denver, Colorado 80223, Attention: Cassie Gentry. The invoice

shall reference the appropriate Vendor Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the District when the items were delivered and accepted. Prompt payment terms offered must be clearly stated on the invoice. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the District in advance of the delivery and acceptance of the items.

ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES

RENDERED: Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the District. The District reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the District) in making the award in the best interest of the District.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
All locations / operations	(if not, show district job/location specifically)
Name the District as "Additional Insured"	

Umbrella:

Policy form:	Occurrence - Umbrella
Each occurrence or claim limit:	\$ 1,000,000
Excess commercial general liability	
Excess Products/completed operations	
Show Waiver of Subrogation in our favor	
Excess automobile liability	
Excess professional liability	(if you provide professional services)
Excess pollution liability	(if any pollution exposure exists)
Excess employer's liability	
Blanket contractual	
Per location / per job aggregate limit	
Defense in excess of limits	
Primary & non-contributory	

All locations / operations (if not, designate specific project or location)
Name the District as Additional Insured including Products/Completed Operations

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required.

Insurance Certification: Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to furnish the District's Purchasing Department with a Certificate of Insurance which indicates that insurance coverages have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

Non-Compliance: If the Vendor fails to submit the required insurance documents within 15 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

Cancellation/Modification: The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

Impaired Aggregate: If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the District representative, and the District representative may require purchase of additional coverage, as appropriate to protect the District.

COOPERATIVE PURCHASING EFFORTS: Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO- Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council).

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting herefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.



Denver Public Schools
 Enterprise Management
 Food and Nutrition Services
 2320 West 4th Avenue
 Denver, CO 80223

INVITATION FOR BID 1611

SPECIFICATION AND PRICING FORM-File in TAB B

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1)	610	Case	<p>Bag, food, poly, clear, minimum of 1 mil, separated, 12" X 8" X 30", must be packed in boxes, Case of 500: Distributor's Choice Elkay Plastics 10G-128030, AEP-A2030, Plascon 20085-30HSF, Central Poly Heritage F2030HC</p> <p>State Price Per Case of 500 State price/quantity Per Case for a direct drop-shipment Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.0220.00)</p>	_____	_____
2)	964	Case	<p>Bag, food, bun pan, poly, clear, minimum of 1 mil, separated, 27" X 35"-37", must be packed in boxes, Case of 200: Royal Paper Products BPB2737, Elkay Plastics BPC10G216035 Distributor's Choice</p> <p>State Price Per Case of 200 State price/quantity Per Case for a direct drop-shipment Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.0220.02)</p>	_____	_____
3)	576	Roll	<p>Foil, aluminum, heavyweight, in dispenser box, with safety cutter: Roll - 15" X 500': Handi Foil 51508</p> <p>State Price Per Roll Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.1125.00)</p>	_____	_____
4)	400	Case	<p>Foil Wrap, sheets, silver, 13" X 10-1/2", Case of five packages of 500 each: Daxwell J10003028</p> <p>State Price Per Case Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.1126.04)</p>	_____	_____

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5)	83	Case	Foil Wrap, sheets, gold, 13" X 10-1/2", Case of five packages of 500 each: SAMPLES REQUIRED State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.1126.0X)	_____	_____
6)	5285	Case	Fork, plastic, 6"- 6-3/4", medium, white, must be packed in boxes, Case of 1000: Jet Elite EFW, Dart F6BW, Dixie PFM21, Wow Plastics 95MWK FK WH, Solo 05750, Amcel AMF-PRO, Dispoz-o P1001, or YR3540 Trellis Earth Products WFS-05, Western Paper NTC-406010, Eco Products EP-S002, Bio Tuf BTMWFK060M, Pactiv YMWFWYSYS, JRMI P1203W, Vision Brand 2689U1-1 & Max Packaging 2789UN-14, 0802601 YPSMFTEC Daxwell A10001389 or approved equal State Price Per Case State price/quantity Per Case for a direct drop-shipment Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.1163.02)	_____	_____
7)	5556	Case	Teaspoon, plastic, medium, 6", white, must be packed in boxes, Case of 1000: Jet Elite ESW, Dart S6BW, Dixie PTM21, Wow Plastics 95MWK SP WH, Solo 05700, Amcel AMS-PRO, Dispoz-o P1003, or YR3542 Wallace Packaging YR3540, Bergonia Brand 5267, Eco Greenwares Bio EG-B10-Fo-PS-6 COM EG-Comp-Fo-PS-6, Solo MOWF-0007 Trellis Earth Products WFS-06, Western Paper NTC-406014, Eco Products EP- S003, Bio Tuf BTMWSN060M, Pactiv YMWWSYSYS, JRMI P2203W, Vision Brand 2691U1-1 & Max Packaging 2787UN-14, Enviro S6BBPS, Wallace Packaging YR3542, Bergonia Brand 5270, Bio EG-B10-SP-PS-6 COM EG- Comp-SP-PS-6, Solo MOWT-0007 Daxwell A1001390 or approved equal 0852675 YPSMSTEC State Price Per Case State price & quantity Per Case for a direct drop-shipment Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.1163.03)	_____	_____
8)	171	Case	Knife, plastic, 6-1/2", medium, white, must be packed in boxes, Case of 1000: Jet Elite EKW, Dart K6BH, Dixie PKM21, Solo 05800, Dispoz-o P1002, or YR3541 Trellis Earth Products WFS-07, NTC-406017, Eco Products EP-S001, Bio Tuf Knife 6", JRMI P3203W, Vision Brand 2690U1-1 & Max Packaging 2788UN-14, Dart Enviro K6BBPS, Wallace Packaging YR3541, Bergonia Brand 5268, Eco Greenwares Bio EG-B10-KN-PS-6 COM EG-Comp-KN-PS-6, Solo MOWT-0007, 0852667 YPSMKTEC Daxwell A10013920007 or approved equal State Price Per Case State price & quantity Per Case for a direct drop-shipment Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.2120.00)	_____	_____

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
9)	803	Case	<p>Pan Liner, 16-3/8" X 24-3/8", must be packed in boxes Case of 1000: Quinlog Reg. through Papercon, McNairn #019915, Paterson GPQ #2405161, Dixie #LO10 or Dispoz-o Plastics #BPL-R49 Brown Paper Goods 162-1, Bagcraft/Papercon 030001, MCD 5107, Prime source 75003991, Brown Paper Goods 162-1 or approved equal</p> <p>State Price Per Case Brand Name & Number _____ Environmentally Friendly Alternative (Our stock number 37.3070.01) _____</p>		
10)	336	Case	<p>Sandwich Wrap, checkerboard pattern, 12" X 12", Case of 6,000: Papercon #057700 or Fischer # 1618 General Packaging GPREDCHK McNain 110840SYS, Brown Paper Goods 7B12-RC, Volflex FS018or approved equal Bagcraft 05770 State Price Per Case of 6,000 Brand Name & Number _____ Environmentally Friendly Alternative (Our stock number 37.3070.02) _____</p>		
11)	15170	Case	<p>Tray, five compartment, biodegradable or compostable must be packed in boxes, Case of 500: Pactiv MC58000Y, Huhtamaki 21024, IFN Green Bagasse 29-4000, Form Plastics FP-5COMP-BIO</p> <p>SAMPLES REQUIRED</p> <p>State Price Per Case State price/quantity Per Case for a direct drop-shipment Brand Name & Number _____ (Our stock number 37.3090.10) _____</p>		
12)	939	Box	<p>Vinyl Wrap, in dispenser box, with safety cutter Box - 15" X 2000':</p> <p>State Price Per Box Brand Name & Number _____ Environmentally Friendly Alternative (Our stock number 37.4530.03) _____</p>		
13)	2128	Case	<p>Food Boats, 3#, must be packed in boxes, Case of 500: Dixie Kant Leek #KL300SAGE</p> <p>State Price Per Case of 500 Brand Name & Number _____ State price/quantity Per Case for a direct drop-shipment Environmentally Friendly Alternative (Our stock number 37.3986.00) _____</p>		

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
14)	3210	Case	Food Boats, 2#, must be packed in boxes, Case of 1,000: Dixie KL200PATH, Huhtamaki 35122042, Golden West FT200 NB, Dopaco Etrays 20746 or approved equal Southern Champion Tray #0564 State Price Per Case of 1,000 Brand Name & Number State price/quantity Per Case for a direct drop-shipment Environmentally Friendly Alternative (Our stock number 37.3977.07)	_____ _____ _____ _____	
15)	2071	Case	Food Boats, 6 ounce, must be packed in boxes, Case of 1,000: Dixie KL40PATH, Huhtamaki 35122034, Dopaco Etrays 20777, Bagcraft/Papercon 300697 or approved equal Southern Champion Tray #0561 State Price Per Case of 1,000 Brand Name & Number State price/quantity Per Case for a direct drop-shipment Environmentally Friendly Alternative (Our stock number 37.3977.17)	_____ _____ _____ _____	
16)	842	Case	Portion Container, polypropylene, 1 ounce, must be packed in boxes, Case of 2500: To fit item #17 Dart #100PC, Solo - P100, Pactiv E501, AMHIL ISB010, Solo P100-0100, Fabrikal PC-100 approved equal State Price Per Case of 2,500 Environmentally Friendly Alternative (Our stock number 37.0592.06)	_____ _____	
17)	933	Case	Lid for Portion Container, polypropylene, 1 ounce, must be packed in boxes, Case of 2500: To fit item #16 Dart #100PCL25, Solo- SOPL1, Fabrikal XL100PC Pactiv E1001LD, AMHIL ISL125, Solo PL1-0090 or approved equal State Price Per Case of 2,500 Environmentally Friendly Alternative (Our stock number 37.0592.07)	_____ _____	
18)	1095	Case	Bag, Plastic, 6" x 6" re-sealable in boxes, Case of 1,000: Elkay # H07RC, Heritage Bag Co. J0706SC, Reynolds R565, A60602N, Reloc, 94600 clear or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.0205.08)	_____ _____ _____	

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
19)	349	Case	Bowl, Soup, 6-8oz Case/1000 Huhtamaki-Bioware 76841 or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.3090.05)	_____	_____
20)	349	Case	Bowl, 12oz Case/500 Huhtamaki-Bioware or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.3090.0X)	_____	_____
21)	349	Case	Bowl, 16oz Case/500 Huhtamaki-Bioware 8488796 State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.3090.07)	_____	_____
22)	349	Case	Bowl, Panel, 9" 24oz Diameter 8 7/8" – Ht – 2" Packed 200/case To fit item #22 Par-Pak 5DD024-PB-BK, Genpak CW024-3L or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.3090.04)	_____	_____
23)	495	Case	Lid for Bowl, Panel, 9" 24oz Diameter 8 7/8" – Ht – 2" Packed 200/case To fit item #22 Par-Pak 5DD200-DL, Genpak BW5932 or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.3089.00)	_____	_____

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
24)	639	Case	Bowl 5 1/2 ounce with lid for hot and cold product clear in color. Cs: 2500 To fit item #25 Bowl DART #550PC, SO-UR55, Pactiv E506, Fabri-Kal PC550 or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.3090.01)	_____ _____ _____	_____ _____ _____
25)	81	Case	Lid for Bowl 5 1/2 ounce (line 52) for hot and cold product clear in color. Cs: 2500 To fit item #24 Lid # DART 400PCL, Fabri-Kal XL345 or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.3090.02)	_____ _____ _____	_____ _____ _____
26)	117	Case	Containers, Salad, 6 1/2" x 5" x 1 1/2" 16 fluid ounce capacity 15 mill black, must be packed in boxes, Case of 1000 To fit item #27 Par-Pak #21896 or approved equal. State Price Per Case of 1000 State price/quantity Per Case for a direct drop-shipment Brand Name & Number Environmentally Friendly Alternative (Our stock number was 37.0490.06)	_____ _____ _____ _____	_____ _____ _____ _____
27)	99	Case	Lid, Dome, 7" x 5 1/4" x 1 5/16" 10 mill clear, must be packed in boxes Case of 1000 To fit line Item #26 Par-Pak #21939 or approved equal State Price Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.0490.07)	_____ _____ _____	_____ _____ _____
28)	1693	Case	Container Sandwich Wedge, Carryout Box, Flat Top Hinged, Sandwich Wedge, Snaps Securely, Clear Anchor Packaging 4511019, Par-Pak #21507 or approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock number 37.1124.00)	_____ _____ _____	_____ _____ _____

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
29)	5	Case	Apron, Disposable, Full-Bib 28"x46" Minimum of 1.25 mil thick Box of 100 each Must have USDA-accepted protection for user Cooks Direct 630-530, Tradex P2846, INT-2846-DA, Handguards/Sysco, GLX 390 Q/white Elkay Plastics AP12F2846, Royal Paper RPA20, Prime source 750072435, Impact IM- 8705 or approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0126.04)	_____	_____
30)	600	Case	Cup Paper Cold 10oz Case/1000 Sweetheart 20100 or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0593.02)	_____	_____
31)	100	Case	Cup Plastic Cold 12oz Case/1000 To Fit Line 33 Fabri-Kal KC12S #9502053 Pactiv Earth Choice YPLA1412CEC or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0593.03)	_____	_____
32)	162	Case	Cup Insert Plastic Cold 4oz Case/2000 Fabri-Kal C14, Pactiv Earth Choice YPS5CSYS or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0593.04)	_____	_____
33)	156	Case	Lid Flat with Straw Slot for 12 oz Cup Case/1000 To Fit Line 31 Fabri-Kal LKC12T Part # 9508063, Pactiv Earth Choice YLPLA24C or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0593.05)	_____	_____

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
34)	100	Case	Cup Plastic Cold 20oz Case/1000 To Fit Line 35 Pactiv Earth Choice YPLA1412CEC or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0593.09)	_____	_____
35)	156	Case	Lid Flat with Straw Slot for 20 oz Cup Case/15-61 To Fit Line 34 Pactiv Earth Choice 7591136 or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0593.07)	_____	_____
36)	156	Case	Straw IW Wrapped for 20 oz Cup Case/1000 World Choice 6002648 or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0593.08)	_____	_____
37)	183	Case	Container Sub Sandwich Rectangular Case/1000 To fit item line #38 PAR-PAK 21896 ONLY State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0490.08)	_____	_____
38)	143	Case	Lid for Container Sub Sandwich Rectangular Case/1000 To fit item from line #37 PAR-PAK 21939 ONLY State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.0490.09)	_____	_____

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
-----------	-----	------	-------------	------------	----------------

39)	616	Case	Gloves, Exam, Non-Latex, Powder Free, Large Size, BX: Box of 100 Individual Disposable, Ambidextrous Gloves, Conforms to Hand and Meets Current ASTM Standards, MICR-FLEX #69392-L; DERMALUX #50432; ANSELL #19474-L; KIMBERLY-CLARK AMERICARE 500 SERIES SENSI-FLEX PVC EXAM; ULTRAGUARD GOLDEN PACIFIC BRAND Hospeco, Daxwell F10001283, Prime source 75008940		
			State Price and Count Per Case	_____	
			Brand Name & Number	_____	

(Our stock numbers 37.1300.05)

40)	1067	Case	Gloves, Exam, Non-Latex, Powder Free, Medium Size, BX: Box of 100 Individual Disposable, Ambidextrous Gloves, Conforms to Hand and Meets Current ASTM Standards, MICR-FLEX; DERMALUX #50432; ANSELL #19473-M; KIMBERLY-CLARK #55032 AMERICARE 500 SERIES SENSI-FLEX PVC EXAM; ULTRAGUARD GOLDEN PACIFIC BRAND Hospeco, Daxwell F10001293, Prime source 75008930		
			State Price and Count Per Case	_____	
			Brand Name & Number	_____	

(Our stock numbers 37.1300.04)

41)	67	Case	Gloves, Exam, Non-Latex, Powder Free, Small Size, BX: Box of 100 Individual Disposable, Ambidextrous Gloves, Conforms to Hand and Meets Current ASTM Standards, MICR FLEX #69390-S; DERMALUX #50430; ANSELL #19472; KIMBERLY-CLARK #55031, AMERICARE 500 SERIES SENSI-FLEX PVC EXAM; ULTRAGUARD GOLDEN PACIFIC BRAND Hospeco GL-V104FS, Daxwell F10001302, Primesource		
			State Price and Count Per Case	_____	
			Brand Name & Number	_____	

(Our stock numbers 37.1300.03)

42)	112	Case	Gloves, Exam, Non-Latex, Powder Free, Extra Large Size, BX: Box of 100 Individual Disposable, Ambidextrous Gloves, Conforms to Hand and Meets Current ASTM Standards, MICR FLEX; DERMALUX; ANSELL; KIMBERLY-CLARK #55031, AMERICARE 500 SERIES SENSI-FLEX PVC EXAM; ULTRAGUARD GOLDEN PACIFIC BRAND Hospeco, Daxwell F10001312, Prime source		
			State Price and Count Per Case	_____	
			Brand Name & Number	_____	

(Our stock numbers 37.1300.06)

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
43)	571	Case	Container, 10", 3 compartment, hinged, clear plastic, To hold hot and cold 9 3/8" x 9 5/16" x 3 3/16", must be packed in boxes, Case of 200:		
			SAMPLES REQUIRED		
			State Price Per Case of 200	_____	
			Brand Name & Number	_____	
			Environmentally Friendly Alternative (Our stock number 37-0490.05)	_____	
44)	10,000	Bundles	Bag, Paper, White, 8 Pound Capacity Bundle of 500 BAGS		
			State Price Per Case with case count	_____	
			Brand Name & Number	_____	
			State price/quantity Per Case for a direct drop-shipment	_____	
			Environmentally Friendly Alternative (Our stock number 37.0220.06)	_____	

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
-----------	-----	------	-------------	------------	----------------

The following items will be used in Enterprise Management Food and Nutrition's Catering Department

45)	44	Case	Plastic Tumbler, 9 ounce, must be packed in boxes, Case of 1000: Solo SCCTP9, Dart 9C, Pactiv YP9CSYS, Genpak CH09-CL or approved equal Fabrikal GC90F		
			State Price Per Case	_____	
			State or underline brand name and number	_____	
			Environmentally Friendly Alternative (Our stock number was 37.5000.29)	_____	
46)	17	Case	Spoon, plastic, Catering, medium weight, 6", Black, must be packed in boxes, Case of 1000: Dart S6BBPS or approved equal		
			State Price Per Case of 1000	_____	
			State price & quantity Per Case for a direct drop-shipment	_____	
			Brand Name & Number	_____	
			Environmentally Friendly Alternative (Our stock number 37.5000.19)	_____	

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
47)	10	Case	Knife, plastic, 6-1/2", Catering, medium weight, Black, must be packed in boxes, Case of 1000: Dart K6BBPS or approved equal		
			State Price Per Case Brand Name & Number	_____	_____
			Environmentally Friendly Alternative (Our stock number 37.5000.21)	_____	
48)	18	Case	Fork, plastic, 6", Catering, medium weight, Black, must be packed in boxes, Case of 1000: Dart F6BBPS or approved equal		
			State Price Per Case 1000 State price/quantity Per Case for a direct drop-shipment Brand Name & Number	_____	_____
			Environmentally Friendly Alternative (Our stock number 37.5000.20)	_____	
49)	52	Case	Plate, styrofoam, laminated, 9", Catering, Black, must be packed in boxes, Case of 500: Dart 9PBQ, Pactiv MW9ECO or approved equal		
			State Price Per Case of 500 State price Per Case for a direct drop-shipment Brand Name & Number	_____	_____
			Environmentally Friendly Alternative (Our stock number 37.5000.23)	_____	
50)	49	Case	Plate, styrofoam, laminated, 9", Catering, White, must be packed in boxes, Case of 500: SAMPLES REQUIRED		
			Pactiv OTK100090000		
			State Price Per Case of 500 State price Per Case for a direct drop-shipment Brand Name & Number	_____	_____
			Environmentally Friendly Alternative (Our stock number 37.5000.XX)	_____	
51)	22	Case	Plate, styrofoam, laminated, 6", Catering, Black, must be packed in boxes, Case of 500: Dart #6PBQ, Pactiv MW6ECO or approved equal		
			State Price Per Case of 500 State price Per Case for a direct drop-shipment Brand Name & Number	_____	_____
			Environmentally Friendly Alternative (Our stock number 37.5000.28)	_____	

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
52)	17	Case	<p>Plate, styrofoam, laminated, 6", Catering, White, must be packed in boxes, Case of 500: SAMPLES REQUIRED Pactiv OTK100060000</p> <p>State Price Per Case of 500 State price Per Case for a direct drop-shipment Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.5000.XX)</p>	_____	_____
53)	23	Case	<p>Flat Tray, 12" Round, black, plastic, Case of 25, Reynolds # RPT12F 13620, Handi Foil 6750-00-25 DFI-CP12, Par-Pak 51201, Pactiv 9812KWPSYS or approved equal Sabert 9912</p> <p>State Price Per Case of 25 Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.5000.00)</p>	_____	_____
54)	25	Case	<p>Lids, 12" Catertime Plastic Dome, Case of 25, Reynolds # RP012 13622, Handi Foil 4012DL-25 DFI-DCS-919, Par-Pak 51220, or approved equal Sabert 5512</p> <p>State Price Per Case Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.5000.01)</p>	_____	_____
55)	68	Case	<p>Flat Tray, 18" Catertime round, black, plastic, Case of 25, Reynolds # 13604, HFA 6752-00-25, DFI-CP18, Par-Pak 51800, Pactiv 9818KWPSYS or approved equal Sabert 9918</p> <p>State Price Per Case Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.5000.02)</p>	_____	_____
56)	78	Case	<p>Lids, 18" Catertime Plastic Dome, Case of 25, Reynolds # 13602, HFA 4018DL-25, DFI-DCS-921, Par-Pak 51840 or approved equal Sabert 5518 Pactiv TP-P9818</p> <p>State Price Per Case Brand Name & Number</p> <p>Environmentally Friendly Alternative (Our stock number 37.5000.03)</p>	_____	_____

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
57) 36	Case		54" x 108" White Poly Table Cover, Case of 25		
			State Price Per Case	_____	
			Brand Name & Number	_____	
			Environmentally Friendly Alternative	_____	
			(Our stock number 37.5000.04)		
58) 21	Case		Beverage Container, Disposable, 3 – Gallon, Kraft, Case: 10 each LBP Manufacturing Inc #7150 or approved equal State Price and Count Per Case	_____	
			Brand Name & Number	_____	
			Environmentally Friendly Alternative	_____	
			(Our stock numbers 37.5000.13)		
59) 9	Case		Napkin White 15 x 16 Case: Cs/3000		
			Hoffmaster #020081 Hoffmaster 185500		
			State Price and Count Per Case	_____	
			Brand Name & Number	_____	
			Environmentally Friendly Alternative	_____	
			(Our stock numbers 37.5003.01)		
60) 12	Case		Pan Foil Steam table Full Size Disposable Cs/40 Handi Foil 2019-00-50 Pactiv Y6050XH		
			Sysco 7293283 or Approved equal State Price and Count Per Case	_____	
			Brand Name & Number	_____	
			Environmentally Friendly Alternative	_____	
			(Our stock numbers 37.5001.00)		
61) 12	Case		Pan Lid Foil Steam table Full Size Disposable Cs/80		
			Sysco 7293257 or Approved equal Handi Foil 2050-00-50 Pactiv Y112045		
			State Price and Count Per Case	_____	
			Brand Name & Number	_____	
			Environmentally Friendly Alternative	_____	
			(Our stock numbers 37.5001.01)		

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
62)	8	Case	Pan Foil Steam table Half Size Disposable Cs/100 Sysco 7465969 or Approved equal Handi Foil 321-00-100 Pactiv Y6132XH State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.5001.02)	_____	_____
63)	8	Case	Pan Lid Foil Steam table Half Size Disposable Cs/100 Sysco 6938211 or Approved equal Handi Foil 2049-00-100 Pactiv Y101230 State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.5001.03)	_____	_____
64)	24	Case	Cup Paper Hot 8oz Case/1000 Earth Cup YPHC8EC or Approved equal Solo 378SM-J8000 State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.5000.32)	_____	_____
65)	11	Case	Bowl Salad 160oz Case/50 (must fit lid from line 65) Sysco 9986514 or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.5000.30)	_____	_____
66)	10	Case	Lid for Bowl Salad 160oz Case/50 (must fit bowl from line 64) Sysco 9987553 or Approved equal State Price and Count Per Case Brand Name & Number Environmentally Friendly Alternative (Our stock numbers 37.5000.31)	_____	_____



Denver Public Schools
 Enterprise Management
 Food and Nutrition Services
 2320 West 4th Avenue
 Denver, CO 80223

INVITATION FOR BID BD1611

SPECIFICATION AND PRICING FORM-File in TAB B

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
-----------	-----	------	-------------	------------	----------------

Deliveries must be on four-way pallets and shall not exceed six (6) feet in height. If pallets are delivered with pallets exceeding six (6) feet the driver/vendor will be responsible for hiring a lumper service. When delivering to the district warehouse facility if a lumper service is needed this will be at the driver/vendors cost, at no time will the District be responsible for paying for these services.

Does your offer comply with all the terms and conditions? If no, indicate exceptions. Yes _____
 No _____

Does your offer meet or exceed all specifications? If no, indicate exceptions. Yes _____
 No _____

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified? Yes _____
 No _____

State percentage of prompt payment discount, if offered. _____ %

State total bid price (include all items bid). _____

State total bid price with discount. _____

The District has a VISA Procurement Card Program. Will your company accept the District's Visa as payment for purchases made from this bid? Yes _____
 No _____

Address the envelope as follows:
 Denver Public Schools
 Enterprise Management
 Food and Nutrition Services Department
 2320 W. 4th Avenue
 Denver, CO 80223

Attn: BD1611