INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

NOV 03, 2005 10:00 AM

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :
SOLICITATION : 2203642
FILE NO. :
OPENING DATE : 11/03/05

=====> VENDOR NAME AND ADDRESS

FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.

SEE NO. 8 BELOW. RETURN BID TO

10:00 AM

2203642 11/03/05

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095

BUYER	:	MARGARET BAIRD, CPPB
BUYER PHONE	:	(225) 342-8044
DATE ISSUED	:	10/17/05
REQ. AGENCY	:	107001

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OFFICE OF STATE PURCHASING

AGENCY REQ. NO.	:	
ISIS REQ. NO.	:	1282628
VENDOR PHONE	:	
FISCAL YEAR	:	06
CLASS/SUBCLASS	:	24028
SCHEDULED BEGIN DATE	:	12/01/05
SCHEDULED END DATE	:	11/30/06
T-NUMBER	:	92353

KITCHEN TOOLS & ACCESSORIES CONTRACT
REBID OF SOLICITATION 2202833

TO BE COMPLETED BY VENDOR

1._____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2._____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3._____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4._____ BID BOND ATTACHED,_____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5._____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.

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4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____N/A_____.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____0%_____ OF BID.
7. DESIRED DELIVERY: _____010DAYS ARO_____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

_____ 12. CONFERENCE:
NA
_____ NA
NA

13. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
B. BID FILLED OUT IN PENCIL; AND
C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES .
UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

____ 1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

____ BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

****
PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.
****

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

3 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL

AGENCIES.

4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

5 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

6 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

7 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES_____

SPECIFY LINE NUMBER(S):_____

_____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED:_____

_____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____

____ *IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR*
____ *LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?*

YES_____ NO_____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

8 *COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI STATE AGENCIES MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO POLITICAL SUBDIVISIONS OR QUASI AGENCIES.*

BIDDER HEREBY AMENDS HIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL
_____*SUBDIVISIONS OF THE STATE.*

FAILURE TO MARK THE ABOVE WILL CONSTITUTE A WAIVER BY BIDDER OF THE ABOVE OPTION.

9 *ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.*

10 *CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.*

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

11 *CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.*

12 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.

13 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

14 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

15 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR $100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.ARNET.GOV/EPLS

16 CONTRACT PERFORMANCE EVALUATION
IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

17 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

18 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM

CONSIDERATION.

19 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

20 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.

21 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

22 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME DISCOUNTS, TERMS AND CONDITIONS. TOTAL CONTRACT PERIOD MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

PRICE SHEET	INVITATION TO BID	
NUMBER : 2203642 OPEN DATE : 11/03/05 TIME: 10:00 AM T-NUMBER : 92353	BIDDER:	PAGE 9

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 240-28-119852 TO ESTABLISH A DISCOUNT OFF LIST PRICE CATALOG CONTRACT FOR KITCHEN TOOLS AND ACCESSORIES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS. **** INSTRUCTION TO BIDDERS **** DO NOT PLACE QUOTES ON THIS PRICE SHEET. PLEASE REFER TO "ATTACHMENT A" WHICH IS INCLUDED ELSEWHERE IN THIS DOCUMENT FOR SUBMISSION OF PRICING AND DISCOUNTS. *** A COPY OF THE CATALOG SHALL BE *** INCLUDED WITH THE BID.	0	LOT	_____	_____

SPECIAL TERMS & CONDITIONS, STATE OF LOUISIANA
KITCHEN TOOLS & SUPPLIES CONTRACT: DISCOUNT OFF PRICE LIST
Solicitation No. 2203642

SCOPE OF CONTRACT: To establish a statewide discount off price list contract for kitchen tools and supplies primarily for use in the correctional institutions, developmental centers, and other high- risk environments in the State of Louisiana.

1. **Delivery Requirements: Delivery** shall be made within twenty (20) days after receipt of order, Monday through Friday, 8:00 a.m. to 4:00 p.m. except on State holidays.

2 **Back Orders:** The contractor shall notify the agency within 48 hours of receipt of the order of any item that cannot be filled within the specified delivery period. The balance of the order is not to be held due to the back order item(s).

3. **Substitutions/Discontinued Items: Only** the brands and product numbers listed in the catalog submitted with the bid are approved for delivery under this contract. Any substitutions must receive prior written approval from the Director of State Purchasing or designee. The contractor shall notify the Office of State Purchasing of any item in the approved catalog that is discontinued by a manufacturer. This notification must be substantiated by written notice from the applicable manufacturer. Any request for a replacement item of comparable value and quality shall be sent to the Office of State Purchasing for review/approval.

4. **Product Returns:**
   A. The contractor shall arrange for the return of all defective, outdated, and/or damaged products, and/or duplicate shipments received by the agency within thirty (30) days of receipt of the order. The contractor shall not charge a restock or a pickup fee for such.

   B. The contractor shall arrange for the return of products ordered by the agency in error, no longer required, etc. The agency may be responsible for shipping charges and a restocking fee not to exceed 15% of the actual sale price of the item, if applicable. Returned products must not have been used, in the manufacturer's original packaging container, and include all manufacturer's packaging and instructions in good condition. The agency must execute the intent to return within thirty (30) days of receipt of order. The contractor shall issue a return authorization within seven (7) days of notification by the agency.

5. **Exclusions:**

A. Any individual item with a **net discounted price** greater than $1000 is not eligible for purchase under this contract.

B. Janitorial (chemicals, paper products, floor scrub brushes, brooms, mops, trash cans, mop buckets, waste receptacles, trash can liners, etc.). There are existing contracts for which agencies may make their selections.

C. Large Equipment (refrigeration, commercial mixers, kettles & skillets, ovens, ranges, worktables and wall shelving, hot food tables, other equipment noted in catalogs indicated by notation "call for pricing", holding cabinets, etc.).

D. The State of Louisiana also reserves the right to exclude other items and/or categories deemed in the best interest of the State.

6. **Minimum Order:** The minimum order amount shall be one hundred dollars ($100.00) per order. All orders totaling one hundred dollars ($100.00) or more shall be F.O.B. destination, (from contractor to customer's location), freight paid by contractor. Orders less than this minimum shall be F.O.B. destination, freight paid by the agency. The Contractor shall include a bill of lading or proof of actual shipping charge with the invoice. In no case shall the agency pay more than the actual shipping charge.

7. **Contractual Period**: The State of Louisiana intends to award the contract for an initial period, not to exceed 12 months. Delays in awarding beyond the anticipated starting date may result in a change in the contract period. If this situation occurs, an initial award may be made for less than a 12-month period.

   At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same discounts, terms, and conditions. Contract not to exceed thirty-six (36) months. **The originally awarded catalog and list prices shall remain in effect the duration of the contract period and for any subsequent renewals.**

8. The Office of State Purchasing is the sole authority in any changes, modifications, amendments, alterations, clarifications, prices, specifications, terms, and conditions of the contract.

9. **ORDERING**

   A. Orders may be placed by users on-line, by facsimile, mail, and telephone at the discretion of the user.

   B. Contractor shall include a packing slip, which will be used for receiving delivered items. All items not included in the order shall be noted on this packing slip

10. The contractor shall not charge any sales taxes to tax exempt State customers.

11. **"LACARTE" PROCUREMENT CARD PURCHASES**

    The State of Louisiana has implemented a purchasing card program, "LaCarte", using the Visa® platform. Contractors may receive payment from State Agencies by accepting the purchasing card in the same manner as other Visa purchases. For purchases paid by the "LaCarte" procurement card, a purchase order will not be issued. For credit card purchases all terms and conditions of the contract shall apply. The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped. All orders placed will utilize the net discounted prices.

12. **CONTRACT REPORTING REQUIREMENTS**

    The Contractor shall supply to the Office of State Purchasing a usage report not later than ninety (90) days prior to the expiration of each contract period. The Office of State Purchasing reserves the right to validate the accuracy of the information in all required reports. Failure to submit timely and accurate information may result in cancellation of the contract. The contents of the report shall include, but not necessarily limited to, a breakdown of purchases:

    A. By category discounts - dollar amounts in descending order, and quantity ordered in descending order with an overall total.

    B. Include the item name, brand, product number, list price, and net discounted price for each item.

13. **Right to Audit**: The State Legislative Auditor, Federal Auditors, and Internal Auditors of the Division of Administration, or others designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

14. **Packaging and Labeling**: Each item shall be packaged in accordance with standard commercially accepted methods. Contractors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers.

15. **Current Products**: All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

16. Contractor should have a toll free telephone number and a fax number for associated activities under this contract.

17. **Product Catalog Requirements for submission with bid:**

    A. ***A copy of the catalog from which prices are quoted on Attachment "A" shall be submitted with bid.*** If prices are not pre-printed in the catalog, a separate official comprehensive price list covering all items in the catalog is acceptable along with the catalog. Multiple catalogs are acceptable from those bidders who do not have their product offerings in a single full-line catalog. If multiple catalogs are submitted, the discount for items in each category on "Attachment A" shall be the same discount applied to all related items in all catalogs submitted. The State does not intend to accept more than three (3) catalogs bound in a single binder from any bidder. This limitation is to facilitate ease in accessibility and use by the agency.

    The official published price list covering all items in the catalog is to be in compliance with this section. The State will not accept a price list customized specifically for this bid. ***Failure to submit a copy of the catalog or price list with the bid will result in rejection of bid.***

    The catalog from which the bidder's discount is quoted must be the most current catalog available at the time of the bid opening. The name and date of the catalog is to be entered on "Attachment A". Bidders should complete all lines on "Attachment A". All items eligible for purchase must appear in the bidder's catalog.

    The bidder's catalog shall be dated, and shall contain a full-line of kitchen, food service products, and associated supplies as represented on

"Attachment A". The catalog shall include detailed descriptions of the products, list prices (official list price sheets may be provided, if prices are not printed in the actual catalog), including pictures sufficient for customers to easily select desired products.

Any terms and conditions contained in the contractor's catalog contrary to those of the State of Louisiana are nullified. The solicitation and any resultant contract award shall contain all terms and conditions with respect to the commodities herein.

B. **Catalog Requirements for Successful Bidder for General Distribution:**
1) The contractor shall within 10 days of notification of award coordinate with the Office of State Purchasing the format, content, etc. of information to be included on the **label which will be affixed to the outside of the catalog**.

2) After the Office State Purchasing's **approval of the label**, the contractor shall have printed a minimum of 500 labels and affixed to 500 catalogs, at no charge to the State, for the contractor to distribute to agencies. Contractor shall maintain a list of customers whom catalogs are distributed. ***This catalog shall be the same one submitted with bid.*** If prices are not listed in the catalog, a clearly defined price list for all items shall be provided along with the catalog.

18. **Price Submission Instructions:** Bidders shall submit their price and associated information on the provided form (Attachment A). Enter the following information:

1) Bidder's Company Name
2) Name of Catalog and date of catalog
3) Unit of measure, if not each, i.e. case and number of units in case
4) List price from catalog
5) Percent (%) discount – bidder is to quote a single discount for each category
6) Net unit price
7) Net extended total
8) Brand and model number of the item bid
9) Catalog page number of the item bid
10) Total net extended price for each category
11) Refer to Page 28 and enter the grand net total amount for all lines

19. **Method of Award:**

A. The award will be made to the overall lowest responsive bidder based on the **grand total of the net extended prices on "Attachment A"** for Lines 1 through 62.
The items on "Attachment A" (Lines 00001 thru 00062) will be utilized for cost evaluation purposes only in the determination of the award. They will not be itemized on the contract.

The Office of State Purchasing reserves the right to delete individual item(s) from "Attachment A" during the award determination, as there may not be comparable items found in all catalogs submitted with bid.

B. ***The discount quoted for items in each category on "Attachment A" shall be the same discount applied to all related items in the catalog(s) for that specific category.***

C. Any reference to a brand/model number is not intended to exclude any vendor from offering products that meet and/or exceed specifications. This reference is to establish the standard of quality the State requires by addressing pertinent elements. Sizes are nominal and minor deviations which do not materially alter the performance of the items may be on "Attachment A" may be accepted.

D. The State also reserves the right (1) to reject individual line items from "Attachment A" in the event equivalent items or brands of comparable quality and specification cannot be determined or the discounted unit price for a single item is in excess of $1000; (2) to correct and/or adjust the extended total of lines 1 through 00062 for the award determination; (3) to deem brand and product number equivalency based on published specifications; and (4) to reject any and all proposals submitted in response to this Invitation to Bid (ITB) and waive any informality.

E. The quantities indicated on "Attachment A" are estimates only. No commitment of any kind is made concerning the purchase quantities, estimated value or potential users of this contract.

20. **Non-Exclusivity**: This contract is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

21. **Warranty:** Any manufacturer's warranties or guarantees normally offered on items covered under this contract shall be applicable.

PRICE MODEL & CATEGORIES: KITCHEN TOOLS & ACCESSORIES / SOLICITATION NO. 2203642
"ATTACHMENT A"

Name of Company: _____

Catalog Name and No.: _____ Catalog Date: _____

** Indicate in the U.O.M. (unit of measure) column the actual units bid if other than "each", i.e. case and number in each case, etc.; also indicate the catalog page where item is located

NOTE: BIDDERS ARE TO QUOTE A SINGLE DISCOUNT FOR EACH CATEGORY

LINE NO.	DESCRIPTION	EST. QTY	** U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL # / PAGE #
CATEGORY 1: FOOD PREPARATION ITEMS			**INDICATE DISCOUNT % APPLIED TO CATEGORY:**						
00001	**Bowls, Mixing,** 13 qt. capacity, heavy gauge 18-8 stainless steel, concave bottoms to sit flat on countertop, satin finish interior, stain and scratch resistant, length 12.3", dia. 16", depth 6", Vollrath 69130 or equal	27	Each						
00002	**Whips, French,** 10" length, one-piece handle completely sealed (no crevices to collect food or bacteria), center reinforce- ment wire to eliminate bending, twisting and deforming, wires are 18-8 stainless steel to resist corrosion and rusting and securely welded into handle, NSF certified, Vollrath 47010 or equal	30	Each						
00003	**Can Opener, manual**, table mount, cast iron construction, rust resistant arbor, plastic bushing, plated steel base, daily usage up to 50 cans, open up to 6 cans/minute, bayonet-shaped knives, Edlund Series #1 or equal	8	Each						
00004	**Can Opener, electric,** heavy duty, stainless steel, daily usage up to 75 cans, opens 4-7 cans/minute, single-hand operation, replaceable knife and gear, open a variety of shapes/size cans, single speed, 115 volts, Edlund 266 or equal	5	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00005	**Measuring Cups,** clear polycarbonate, chip, scratch and stain resistant, 4 qt. capacity, molded-in and imprinted graduations in blue on one side for metric and red on opposite side for American standard, molded handles, NSF certified, Cambro 400MCCW or equal	20	Each						
00006	**Measuring Cups,** 4-piece set (1, ½, 1/3 & ¼ cup capacity), 18-10 stainless steel, welded stainless rod handles, capacities stamped in both English and metric scales, integral spout, cups nest for convenient storage, all cups graduated with smaller sizes, dishwasher safe, Vollrath #47119 or equal	11	Each						
00007	**Measuring Cups,** 4 qt. capacity, dry measuring, impact-resistant 3004 aluminum, 16 gauge, lip for no-spill pouring, each embossed bar to denote $^1/_4$ of measurement, welded handles, NSF certified, Vollrath #68352 or equal	60	Each						
00008	**Measuring Spoon,** 4-piece (1/4, ½, 1 teaspoon, & 1 tablespoon capacities), 18-8 stainless steel, capacities stamped in both English and metric scales, set is secured with stainless steel ring, Vollrath #47118 or equal	25	Each						
00009	**Ladles,** 8 oz. capacity, heavy-gauge 18-8 stainless steel shaft and bowl, mirror finish bowls, satin finish handles, one-piece construction (no crevices) hooked handle for easy storage and held on edge of pan), grooved handle 12-5/8"L x 4" bowl diameter, capacity permanently marked on handle, NSF certified, Vollrath #498010 or equal	98	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00010	**Colanders,** 11 qt. capacity, heavy-gauge impact-resistant 3004 aluminum, 10 gauge, full ring welded base for added stability, thick rim and walls resist denting, riveted handles, length 10.4", NSF certified, Vollrath 68298 or equal	10	Each						
00011	**Colanders,** 8 qt. capacity, 18-0 stainless steel construction, All welded construction, side handles, Full ring base for added stability, length 7.6", dia. 13-5/16", 4-1/4" deep, Vollrath #47969	13	Each						
00012	**Strainer, China Cap,** 18-8 stainless steel, fine mesh 1/16" perforations, 12"D, dia. 8", 22"L welded handles, Vollrath #47168 or equal	10	Each						
00013	**Dishers,** size 8, thumb-tap, heavy duty replaceable spring, molded one-piece color-coded grooved-extended handle, 18-8 stainless steel bowl and components, blade extends beyond bowl to prevent sticking, accurate portions, 4 oz., bowl dia. 2-11/16", overall length 9-9/16", dishwasher safe, NSF certified, gray, Vollrath 47140 or equal	163	Each						
00014	**Spoodles, Perforated,** one-piece, color coded, round bowl, 6 oz. capacity, capacities clearly stamped on shaft for easy size identification, textured handle surface prevents slippage while in use, high temperature nylon handle - heat resistant to 475°F, mirror-finished 18-8 stainless steel shafts and bowls, built-in stopper notch prevents Spoodle from sliding into food product, color – teal, overall length 13-3/4", overall bowl dia. 3-11/16", Vollrath #6432655 or equal	34	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00015	**Spoodles, Solid,** one-piece, color coded, round bowl, 4 oz. capacity, capacities clearly stamped on shaft for easy size identification, textured handle surface prevents slippage while in use, high temperature nylon handle - heat resistant to 475°F, mirror-finished 18-8 stainless steel shafts and bowls, built-in stopper notch prevents spoodle from sliding into food product, color – gray, overall length 13-5/16", overall bowl dia. 3-14", Vollrath #6433445 or equal	77	Each						
00016	**Tongs, Pom,** Heavy-duty, 20 gauge, 18-0 stainless steel, insulated coating permanently bonded to tong, it will not slip or peel off, handles are heat resistant up to 180°F, dishwasher safe, 9"L, NSF certified, Vollrath #47329 or equal	30	Each						
00017	**Tongs, Utility,** heavy duty tongs, 20 gauge, 18-0 stainless steel, 12"L, Vollrath #47312 or equal	48	Each						
00018	**Scrapers/Spatulas,** bowl, nylon, used for spooning, scraping, scooping and spreading ingredients, blades molded onto for permanent bond to prevent dirt or bacterial build up, dishwasher safe, overall 13.5"L, Carlisle #40351 or equal	32	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00019	**Spoons, Serving,** solid, 18-8 stainless steel, 15 gauge, bright smooth finish, 15"L, Vollrath #46981 or equal	27	Each						
00020	**Spoons, Serving,** slotted, 18-8 stainless steel, 15 gauge, bright smooth finish, 15"L, Vollrath #46985 or equal	20	Each						
00021	**Spoons, Serving,** perforated, 18-8 stainless steel, 15 gauge, bright smooth finish, 15"L, Vollrath #46983 or equal	23	Each						
00022	**Thermometers, Pocket, Digital,** waterproof, 5" stem °F/°C switchable, supplied with protective sleeve with pocket clip, data hold function to freeze a reading, measurement range °F -58 to 300, °C -40 to150 accuracy ± 2°F, ± 1°C, Comark #314 or equal	40	Each						
00023	**Thermometers, Fridge/Freezer,** Easy to read bold numbers, for hanging and standing, dual scale, non-toxic, spirit filled, NSF approved, measurement range °F -40 to 80, °C -40 to 27, division 2°F/1°C, accuracy ±1 division, Comark #FG80AK or equal	36	Each						
00024	**Thermometers, Meat,** Adjustable temperature indicator, Dual range, Dishwasher safe, NSF approved, measurement range °F 120° to 200°, °C 60° to 85°, division 2°, accuracy ±1 division, Comark #MT200K or equal	10	Each						
00025	**Thermometers, Oven,** bold numbers, for hanging and standing, colored zones, NSF approved, measurement range °F 200° to 550°, °C 100° to 280°, division 25°, accuracy ±1 division, Comark #DOT2A or equal	13	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00026	**Thermometer, Dial,** calibrateable, 1 inch dial, 5 inch stem, plastic, watertight lens, magnifying dial cover, stainless steel construction, recalibration nut (calibrate in seconds with a twist of finger), NSF approved, measurement range 0 to 220°F, divisions 2°, accuracy ±1 division, Comark #T220A or equal	30	Each						
00027	**Peeler, Vegetable,** swivel action stainless steel blade, tip used for coring and scraping, 6"L x 1"W, Carlisle #6020 or equal	6	Each						
00028	**Scales, Portion,** rotatable dial, 6" x 6-3/4" stainless steel platform, 32 oz. x ¼ oz., stainless steel springs and mechanism, stainless steel housing, field-recalibratable, NSF certified, Edlund Premier Series #SR-2 or equal	10	Each						
00029	**Brushes, Pastry/Basting**, 3"W, clear, no holes (except at end of handle for hanging), metal or epoxy, temperatures up to 180°F without curling or melting, fused construction wit FDA approved resin, propylene filament and nylon handle, no absorption, Tucel Industries, Inc. Hygenic Fusedware or equal	62	Each						
CATEGORY 2: COOKWARE: POTS & PANS			**INDICATE DISCOUNT % APPLIED TO CATEGORY:**						
00030	**Pots, Sauce,** 20 qts., constructed of 3004 aluminum 8 guage, double-thick bottoms help resist denting, double thick round beadless rims for easy cleaning, solid welded aluminum handles, capacity 18.9, inside diam. 13", inside depth 9", NSF certified, Vollrath #67420 or equal	20	Each						
00031	**Cover, Pot** (for line item 00030), flat, insulated Torogard type handle, Vollrath #67420 or equal	20	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00032	**Pots, Stock,** 40 qts., constructed of 3004 aluminum 8 gauge (1/4" thick), designed for preparing stocks, soups, and liquids, double-thick bottoms help resist denting, solid welded aluminum handles, inside dia. 14", inside depth 15", NSF certified, Vollrath #67540 or equal	20	Each						
00033	**Cover, Pot** (for line item 00032), flat, double thick, Vollrath #67541 or equal	20	Each						
00034	**Pans, Bun,** impact-resistant 3004 aluminum 16 gauge, fit standard baker's racks, reinforcement rod, concave bottoms flatten during heating for even heat distribution, 25-1/4" x 17-/4" x 1", Vollrath #68372 or equal	331	Each						
00035	**Pans, Fry,** 3004 steel coated non-stick aluminum core provides even heat on bottom of pan and side walls, 8 gauge, non-stick triple layer coating, 3-Ply construction maintains shape under constant commercial use, 18-0 stainless exterior induction ready, insulated handle, rated at 450°F for stovetop or oven use, 10" top dia., 7-5/8" bottom dia., 2-1/2"H, NSF certified, Vollrath Tribute #69110 or equal	14	Each						
00036	**Cover** (for fry pan on Line 00035), 18-8 stainless steel, Vollrath #69410 or equal	14	Each						
00037	**Pans, Roast**, heavy-gauge 3004 aluminum 10 gauge, Loop handles, beadless rims, 24" x 18-1/8" x 4-1/2", NSF certified, Vollrath #68362 or equal	28	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00038	**Pans, Sauce,** tapered, 5-1/2 qt., 11 gauge impact-resistant energy-efficient, 3004 aluminum, double-thick rims, double-thick bottoms, beadless rims, GatorGrip type handles (for bare-handed cooking), 9-7/8" top dia., 7-5/8" bottom dia., 5-1/2" inside depth, NSF certified, Vollrath #68305 or equal	26	Each						
00039	**Pans, Steam Table,** half-size, 10 qt. capacity, 18-8 stainless steel, 22 gauge, anti-jamming designed, capacity stamped on the bottom, coved interior corners, flat edges and corners, reinforced corners to prevent bending, 10-3/4"H x 12-3/4"W x 6"D, brimful capacity is 9.5, NSF certified, Vollrath #30262 or equal	50	Each						
00040	**Cover** (for steam table on Line 00039), solid, Vollrath #75120 or equal	50	Each						
00041	**Pans, Steam Table,** full-size, brimful capacity 21, 22 gauge, anti-jamming designed, capacity stamped on the bottom, coved interior corners, flat edges and corners, reinforced corners to prevent bending, 20-3/4" x 12-3/4" x 6"D, NSF certified, Vollrath #30062 or equal	195	Each						
00042	**Pans, Steam Table,** full-size, perforated, 22 gauge 18-8 stainless steel, 15/64" drain holes, 20-7/8" x 12-13/16", depth 2-1/2", NSF certified, Vollrath Super Pan II#30023 or Equal	134	Each						
00043	**Pan, Steam Table,** half-size long, heavy-duty 20 gauge 18-8 stainless steel, reinforced corner, anti-jamming designed, flat edge and corners, 20-3/4" x 6-7/16" x 4"D, brimful qts. 5.7, NSF certified, Vollrath Super Pan II #30542 or equal	81	Each						
00044	**Pan, Covers** (for steam table pan in Line 00043), solid cover, Vollrath #75050 or equal	81	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
CATEGORY 3: FOOD STORAGE CONTAINERS			**INDICATE DISCOUNT APPLIED TO CATEGORY:**						
00045	**Containers, Food Storage,** 22 qts., white polyethylene, capacity indicators listed in both gallons and liters, and are color-coded to match lids for quick identification, wide recessed handles with drain holes, reinforced stacking lugs on all four corners add strength, rigidity, and help prevent container "lock-up" or jamming when stacked together, exterior texturing on corners, edges, handles, and container bottom helps prevent scratches, improves durability, and provides a secure grip, smooth interior finish with spoonable bottom, 11.13"L x 11.13"W x 15.56"H, NSF listed, Carlisle #10736 or equal	125	Each						
00046	**Lids, Containers, Food Storage** (for containers in Line 00045), polyethylene, 11.38"L x 11.38"W x 0.63"H, Carlisle #10742 or equal	125	Each						
00047	**Containers, Food Storage,** round, 8 qt. capacity, White polyethylene containers to withstand temperatures from -40° to 180° F, outside stacking lugs to prevent jamming, smooth interior for ease in cleaning and to prevent food traps, snap-on, air-tight tabbed lids, dishwasher safe, NSF listed, 9.37" overall dia., 10.75" H, Carlisle #0800 or equal	10	Each						
00048	**Lids** (for food storage containers in Line 00047), white polyethylene, dia. 8.06", overall dia. 8.43", height 0.37", Carlisle #0603 or equal	10	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00049	**Boxes, Food Storage,** 5 gal. capacity, clear polycarbonate, side capacity indicators, non-slip textured finish on corners, sides, and bottom, smooth interior surface, resistance to food acids and oils and withstands temperatures from -40°F to 212°F, date indicator helps promote organized food storage, makes inventory checks quick and easy, handles have structural rib reinforcement to provide extra support for heavy loads, reinforced top and bottom corners on both box and lid, help prevent chipping and cracking, dishwasher safe; NSF listed, 18"L x 12"W x 9"H, Carlisle #10612 or equal	35	Each						
00050	**Lids, Boxes, Food Storage** (for food storage boxes on Line 00049), clear polycarbonate, 26"L x 12"W x 9"H, Carlisle #10617 or equal	35	Each						
00051	**Bins, Ingredient,** 27 gal. capacity, portable, store large quantities of sugar, flour, etc., lids slide open for easy access, heavy duty non-marking casters, polyethylene with clear polycarbonate lids, 28.5"L x 12.67"W x 27.87"H x 23.37"D, Carlisle #BIN27 or equal	5	Each						
00052	**Racks, Glasses,** dishwasher, 36 compartments, polypropylene, open profile honeycomb-type design, no flat surfaces to trap water or loose food particles inside the rack, double wall construction, molded curve handles into all four sides for easy handling and protect from pinching fingers, smooth rounded edges on the large openings provide multiple hand-holds and gripping of racks from any angle, four-way tracking for easy dish machine loading without the need to rotate racks, positive stacking from either direction, compartment size: 2-15/16" x 2-15/16" NSF listed, Carlisle #RG36 or equal	15	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00053	**Racks, Dishwasher,** all purpose plate and tray, 2-1/4" pegs, plate locks hold dishes firmly in place, open profile honeycomb-type design, no flat surfaces to trap water or loose food particles inside the rack, double wall construction, molded curve handles into all four sides for easy handling and protect from pinching fingers, smooth rounded edges on the large openings provide multiple hand-holds and gripping of racks from any angle, four-way tracking for easy dish machine loading without the need to rotate racks, positive stacking from either direction, 3.20" inside ht, 4.00" outside ht., NSF listed, Carlisle #RP or equal	12	Each						
00054	**Rack, Dollies,** with handles, sturdy lightweight no-rust aluminum, open design facilitates drying, prevents condensation during storage, hold and transport any 19-3/4" square stack of glass racks, large 4" ball bearing swivel casters with non-marking rubber wheels, 21.75"L x 21.45"W x 35.50"H, Carlisle #C2222A or equal	5	Each						
CATEGORY 4: DINNING SERVICE: Dinnerware & Drinkware				**INDICATE DISCOUNT % APPLIED TO CATEGORY:**					
00055	**Tumblers,** 9-1/2 oz., polycarbonate, stackable, stacking lugs to prevent jamming, textured exterior, color: amber, 2.75" top dia., 2.12" base dia., 4.37"H, Carlisle #5109-2 or equal	40	Each						
00056	**Tumblers,** 8 oz. capacity, pebbled exterior, dishwasher safe, thick-walled construction, stacking feature on bottom, color: amber, 2.50" top dia., 2.31" base dia., 4.43"H, Carlisle #5508 or equal	64	Each						

LINE NO.	DESCRIPTION	EST. QTY	U.O.M	LIST PRICE	% OFF LIST	NET UNIT PRICE	NET TOTAL PRICE	BRAND	MODEL NO.
00057	**Tray, 6-Compartments** (3 smaller upper, 2 larger lower & a flatware holder), polypropylene dishwasher safe, resistant to scratches, chemicals and food acids, must be available for left or right-hand use, 14-3/8"L x 10"W Carlisle #614 or equal	20	Each						
00058	**Tray, Café-Type,** polypropylene, skid-resistant surface, drying and stacking lugs, scratch-resistant basket weave design, NSF listed, 17.87"L x 14.00''W x 0.98"H, Carlisle #CT1418 or equal	25	Each						
00059	**Dinnerware, Plate,** 3-compartments, polycarbonate, 11" narrow rim, 1-1/4" deep, dishwasher safe, available in a minimum of 4 colors, NSF listed, Carlisle PCD211 or equal	50	Each						
CATEGORY 5: BEVERAGE SERVICE				**INDICATE DISCOUNT % APPLIED TO CATEGORY:**					
00060	**Pitchers,** polycarbonate, 64 oz. capacity, with lid, dishwasher safe, Cambro PC64CW or equal	36	Each						
00061	**Coffee Makers,** 12 – 101 cups (5 oz. cups), commercial, polished aluminum exterior, metal construction, handles, two-way Tomlinson faucet, brew view gauge, keep warm cycle, NSF certified, Regalware #58001R or equal	15	Each						
00062	**Server, Beverage,** 10 gal. capacity, polyethylene outer shell and polyurethane insulated, temperature retention, spring action type faucets for drip-free protection, lids with O-ring-type seals, molded handles, NSF listed, 20.63" exterior length, 16.38" exterior width, 26.73" height, Carlisle #XT10000 or equal	20	Each						

GRAND NET TOTAL PRICE OF LINES 00001 THRU 00062: $_____