

LITTLE LAKE CITY SCHOOL DISTRICT

REQUEST FOR BID

**PAPER PRODUCTS FOR FOOD SERVICES
RFB# 17/18-002**

Proposals Due By: Thursday, June 15, 2017 – 2:00 P.M.



***Submit Proposals To:**

Little Lake City School District
Purchasing Department
10515 S. Pioneer Blvd.
Santa Fe Springs, CA 90670

Proposals must be in a sealed envelope bearing the words "SEALED PROPOSAL- PAPER PRODUCTS FOR FOOD SERVICES RFB# 17/18-002" on the outside of the envelope

NOTICE INVITING BIDS
PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS
Bid #17/18-002

The Little Lake City School District will receive sealed Bids concerning paper products for School Food Service Programs. Paper products will be delivered to the district warehouse.

Vendor response to this Bid should include the following (see attached Bid Forms and Exhibits on RFB):

- Cost of items as specified.
- MUST include electronic copy of attached Exhibit C spreadsheet
- If additional items are to be proposed they must be added to the end of the document and not included in the existing line items.

The District may choose to use any of the proposed products to the benefit of the District.

The Distributor will agree to provide duplicate copies of invoices, direct billing, discount pricing, or credit memos which will reflect the value of the products. When requested, the vendor must make available samples, free of charge, of the products included in their response to this proposal for testing at a time and place to be determined by the District.

It is anticipated that the winning vendor will be awarded a contract for paper and plastic, and film supplies with an effective date of July 1, 2017 and a term of one-year with the opportunity for two additional one-year extensions (potential Bid life of three years) upon mutual consent of the awarding agency and the vendor. Please carefully read the attached Instructions and Conditions for additional information.

Bid Documents are available at the District's website at <http://www.llcsd.net/currentbids>.

Your response to this Request for Bid is due no later than June 15, 2017 at 2:00 P.M. at the following location:

Little Lake City School District
Purchasing Department
10515 S. Pioneer Blvd
Santa Fe Springs, CA 90670

Questions regarding this Bid may be directed to Little Lake City School District, Jorge Vargas, Purchasing Department, jvargas@llcsd.net, (562) 868-8241, Ext. 2268. Thank you for your participation in this Bid process. The deadline for questions is Monday, June 5, 2017.

Publication: Whittier Daily News May 16, 2017 & May 23, 2017 AD# 949801

Little Lake City School District
Purchasing Department
10515 S. Pioneer Blvd
Santa Fe Springs, CA 90670

DATE: **May 16, 2017**
SUBJECT: **Bid #17/18-002**
FOR: **Paper Products for School Food Service Programs**

Bid Opening Date: **June 16, 2017** Time: **10:00A.M.**

Please propose your **lowest prices** for the listed paper, plastic, and film products on the attached Exhibit C spreadsheet. Before submitting your bid, please read the **Instructions and Conditions** which are attached.

Submit all bids in a sealed envelope showing the title of the bid, opening date, and opening time. Bids **must** reach the Purchasing Department at the address listed above by the time and date shown above. You must provide an electronic copy of the attached Exhibit C spreadsheet with your bid.

If further information is desired, email at jvargas@llcsd.net or call the Purchasing Department at (562) 868-8241, Ext. 2268.

The undersigned hereby proposes and agrees to furnish and deliver the products as quoted in accordance with the terms, conditions, and prices herein quoted.

| | |
|---|----------------|
| FIRM NAME: _____ | |
| SIGNED BY: _____ | |
| (Manual Signature – Unsigned Bids Will Be Rejected) | |
| TITLE: _____ | DATE: _____ |
| ADDRESS: _____ | |
| PHONE NO.: _____ | FAX NO.: _____ |

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

This form is to be submitted with your Bid.

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PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS

Bidder's Checklist

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in the checklist. Original documents are required. Fax or email documents will not be accepted under any circumstances.

All of the listed items must be returned to constitute a complete bid package.

| Check <input type="checkbox"/> | Item to Return | Page(s)/Attachment(s) |
|--------------------------------|--|-----------------------|
| | Bid Form | Pages 11-12 |
| | Non-Collusion Affidavit | Page 13 |
| | Disclosure/Certification Regarding Lobbying | Pages 14-16 |
| | Certification Regarding Debarment, Suspension, Ineligibility | Pages 17 |
| | References | Page 19 |
| | Certificate of Alcohol and Drug Free Policy | Page 20-22 |
| | Product Price List (Exhibit C) | Attachment #1 |
| | Proof of Insurance | |

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INSTRUCTIONS AND CONDITIONS – TO BIDDERS

1. Schedule of Events

The District anticipates the following timeline for the process of selecting the Bid Proposal:

| <u>Action</u> | <u>Date</u> |
|--|-----------------------------|
| Release of Request for Bids | May 16, 2017 |
| Publication for Bids | May 16, 2017 & May 23, 2017 |
| Last Day to Submit Questions | June 5, 2017 |
| Final Responses/Addendum Issued by District | June 8, 2017 |
| Deadline for Receipt of Bid Documents submitted on or before 2:00PM | June 15, 2017 |
| Bid Opening | June 16, 2017 10:00AM |
| Award of Contract | June 27, 2017 |
| Procurement Start Date | July 1, 2017 |

These dates may be amended or changed in the District's sole discretion through the issuance of an addendum as described in Section 39 below.

2. Preparation of Bid Form

Bid must be submitted on Bid Form. All blanks on Bid Form must be appropriately filled in. Quote on each item separately. Prices should be stated in units specified hereon. If you are proposing an alternate product, that item must be listed separately at the end of the document. Do not alter the product grid at all. Altering the spacing may eliminate your prices being considered.

All bids shall be submitted in sealed envelopes bearing on the outside the name and address of bidder and indicate Paper Products for School Food Service Programs Bid #17/18-002. You must provide an electronic copy of the bid Exhibit C spreadsheet with your bid. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for the receipt of bids will be returned to the bidder unopened. Fax Bids will not be accepted.

3. Errors and Corrections

Bidder should verify the Bid before submission as they cannot be withdrawn or corrected after being opened or withdrawn until the specified time period has elapsed.

4. Tests and Samples

The Little Lake City School District may require product samples and test the same to ensure that the products meet the District's quality standards. Where samples are requested they must be furnished free. Samples will not be returned. The District may reject any bid from a bidder whose products, when tested and/or sampled, fail to satisfy or meet the District's quality standards. Each sample submitted must be marked in such manner that the marking is fixed, so that identification of the sample is assured. Such marking shall state 1) name of bidder, 2) number of bid, 3) item number. Bid and samples must not be sent in the same package. **Because time is of the essence, samples must be received within 3 days of request.**

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INSTRUCTIONS AND CONDITIONS – TO BIDDERS (cont'd)

5. Sales Tax

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District, if applicable. Do not include or add Federal Excise Tax as the District is exempt.

6. Delivery

All bids on items shall be FOB school district. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

7. Failure to Bid on Any Line Item

Exhibit C (Paper, Plastic, and Film): The bid will be awarded to one bidder for "Paper, Plastic, and Film" (Exhibit C) based on the majority of items with the lowest price. If there is a line item left blank, without a price, or incomplete, that item will be considered the highest price. The awarded bidder MUST provide all items listed in Exhibit C. Awarded bidder shall base pricing of non-bid items at the same markup rate as the bid items and provide proof of the markup.

8. Quantity and Quality of Materials or Services.

Quantities shown are estimated usage for the bid period. The district reserves the right to purchase more or less of the units specified at the unit cost bid. Bidder must list any minimum requirements that affect shipments of quantities ordered by the district. Requirements noted by the bidder, deemed excessive or restrictive by the district, shall be cause for rejection of that or those items.

The successful bidder shall furnish and deliver the quantities designated in the orders submitted by the District. All materials, supplies or services furnished under the order shall be in accordance with the District specifications or the sample furnished by the bidder and accepted by the District. Materials or supplies that, in the opinion of the District are not in accordance and conformity with the specifications or equal to the submitted sample, shall be rejected and promptly removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications on the purchase, the bidder shall pay the cost of such test.

9. Acceptance or Rejection of Bids

The right is reserved to reject any or all bids. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

10. Failure to Fulfill Contract

When any vendor shall fail to deliver any product or service or shall deliver any product or service which does not conform to the District's requirements, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Little Lake City School District. Any failure for furnishing such products or services by reason of the failure of the vendor, as above stated, shall be a liability against such vendor. The Board of Education reserves the right to cancel any products or services which the successful respondent may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the respondent provided satisfactory proof is furnished to the Board of Education or its representatives, if requested.

11. Bid Signatures

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

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INSTRUCTIONS AND CONDITIONS – TO BIDDERS (cont'd)

12. Cancellation for Insufficient or Non-Appropriated Funds

The respondent hereby agrees and acknowledges that monies utilized by the District to purchase the items described in this bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

13. Inferior Product

The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The District's decision shall be final. Any product not meeting the District standards shall be grounds to discontinue that product and allows the District to source another product from awarded or non-awarded vendor.

14. Packaging

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

15. Required Delivery Dates

Actual delivery of the products shall be coordinated with the District or the representative(s) designated by the District in accordance with the contract. Upon award of the bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Prompt delivery shall be determined by the District, but shall not exceed two weeks. There shall be no minimum quantities required in order for the District to place orders for needed items.

16. Hold Harmless

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent or willful acts or omissions of vendor, or any employee, agent, or representative of the vendor.

17. Warranty/Quality

The supplier, manufacturer, or his assigned agent shall guarantee the product against all defects.

18. Invoices and Payment.

Unless otherwise specified, the bidder shall render invoices in duplicate for materials delivered or services performed under the purchase order. Invoices shall be submitted immediately in a form acceptable to the District under the same firm name as shown on the purchase order. The bidder shall list separately any applicable taxes payable by the District and shall certify on the invoices that the Federal Excise tax is not included in the prices listed thereon. The District shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative.

19. Cash Discounts.

All cash discounts shall be taken and computed from the date of delivery of acceptable material or the date of receipt of the invoice, whichever is the later.

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INSTRUCTIONS AND CONDITIONS – TO BIDDERS (cont'd)

20. District's Right to Terminate Contract.

If the Bidder or any of its manufacturers, distributors and/or suppliers refuse or fail to timely provide and/or deliver the product for which the Bidder has been awarded a contract, with such diligence as will insure its complete delivery within the time specified or any mutually agreed upon extension thereof, or if the bidder should be adjudged bankrupt, or if the bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, or if the Bidder should otherwise be guilty of a substantial violation of any provision of the contract documents for this, then the District may without prejudice to any other right or remedy, serve written notice upon the Bidder of the District's intention to terminate the contract. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to the District for the correction thereof be made, the contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, the bidder shall not be entitled to receive any further payment until performance is completed.

21. Pricing – Term of Contract

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and vendor for an additional two (2) one-year periods. A maximum price change equal to the documented amount of the manufactures increase to all Distributors may be allowed with mutual agreement of the Little Lake City School District. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

22. Multi-Year Extensions

Subject to the provisions of **Paragraph 21** (above), this bid may be extended (by mutual consent expressed in writing) for two (2) additional years (total potential bid life of three [3] years from Board of Education award).

23. No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders

The Little Lake City School District will order products as needed. The District, however, does not guarantee orders in any amounts. Unlimited orders within the term of the contract shall be allowed to the district at prices quoted.

24. Next Best Bidder

If the successful bidder withdraws its bid or fails or refuses to execute the contract or to perform in accordance with its terms, the District may award the contract to the bidder with the next best bid.

25. Non-Collusion Declaration

Each bidder submitting a bid shall execute and deliver a non-collusion declaration in Exhibit B attached hereto. Failure to submit such non-collusion declaration shall be grounds to reject a bid as non-responsive.

26. Bid Protest Procedure

Any bidder may file a bid protest. The protest shall be filed in writing with the District's buyer not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

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INSTRUCTIONS AND CONDITIONS – TO BIDDERS (cont'd)

27. Deadline for Questions

The deadline for questions regarding the Nutrition Services Paper Bid is June 5, 2017.

28. Tobacco-Free District

The Little Lake City School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) and alcoholic beverages are prohibited at all times on all areas of District property and in District vehicles. Each bidder submitting a bid shall execute an alcoholic beverage and tobacco-free District form Exhibit E attached hereto.

29. Drug Free District

Each bidder submitting a bid shall execute a drug-free certificate Exhibit F attached hereto.

30. IRS Requirements

The District shall view the legal position of the bidder as an “independent contractor” and that all persons employed to furnish services are employees of the bidder and not of the District.

- a. The District shall not be liable for any of the contractor’s acts or omissions performed under the contract to which the bidder is party.
- b. The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

31. Equal Bids

When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial district employees.

32. Bidders interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

33. Liquidated Damages

The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time of such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

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INSTRUCTIONS AND CONDITIONS – TO BIDDERS (cont'd)

34. Equal Employment Opportunity

In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

35. Nondiscrimination

Bidder shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. Bidders shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

36. Comprehensive General Liability Insurance

Successful bidder shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful bidder and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful bidder will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured party to start of contract.

- a. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Automobile liability insurance is required for any vehicle on District sites. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
- c. Insurance certificate must name Little Lake City School District as additional insured.
- d. An endorsement must be issued by the successful bidder's insurance carrier amending the bidder's policy and naming the Little Lake City School District as an additionally insured party. The endorsement must be on ISO form CG 20 1185 or equivalent.

37. Assignment of Contract

The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of District Governing Board. Notice is hereby given that the District will not honor any assignment made by the vendor unless the consent in writing, as indicated above, has been given.

38. Compliance with Laws

Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations.

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INSTRUCTIONS AND CONDITIONS – TO BIDDERS (cont'd)

39. Addenda or Bulletins

Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents loaned to the bidder for preparation of this bid shall be covered in the bid and shall be made a part of the contract.

40. Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

41. Buy American Clause

The Agency participates in the National School lunch Program and other federally funded meal programs and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Any non-domestically grown ingredients must be disclosed at the time of proposal and will be considered by the Agency at the time of opening of Proposals.

42. Anti-Discrimination

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

ADDITIONAL INFORMATION;

Should a Bidder require additional information with regard to the goods and services requested in this Bid or the terms and conditions of same, he/she should contact:

Jorge Vargas, Purchasing, at jvargas@llcsd.net or (562) 868-8241, Ext. 2268
Little Lake City School District
10515 S. Pioneer Blvd
Santa Fe Springs, CA 90670

Any and all changes to these specifications are valid only if they are inserted into the General Conditions or Specifications by a written addendum to All Interested Parties.

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BID FORM

Little Lake City School District

DATE: _____

BID OPENING DATE AND TIME: 10:00A.M. on the 16th day of June, 2017

The undersigned, having become familiarized with all Bid Documents including, but not limited to, the Notice Inviting Bids, Instructions and Conditions to Bidders, and Product Price List, all addenda and the local conditions affecting performance and the cost of performance, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, everything required to be performed and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment and all applicable taxes, utility and transportation services necessary to perform and complete in good workmanlike manner everything required to be performed in accordance with all applicable laws, codes, regulations, ordinances and any other legal requirements in connection with:

NOTE: The LLCSD reserves the right to award a contract or reject all bids and re-advertise, as appears to be in its best interests. Bidders must provide a bid for all work required by the Contract Documents. The Base Bid Amount set forth in this Bid Form being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual work satisfactorily completed. However, by submitting a bid, the bidder is confirming that it can and will provide all services required by the Contract Documents for the Base Bid Amount. This Base Bid Amount shall include all appurtenant expenses, taxes, royalties, and fees. The LLCSD reserves the right to increase or decrease the amount of any services set forth in the Contract Documents and to delete any item from the Contract Documents once a contract is executed.

Base Bid Amount \$ _____

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number Number Number Number Number Number Number Number

_____ Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

The Bid Form Price Sheet for all items bid shall be attached to and incorporated herein this Bid Form by this reference and shall be construed as part of the Bid Form. Failure to complete and execute the Bid Form in its entirety shall render a bidder non-responsive. Failure to complete and execute the Bid Form Price Sheet in its entirety may render a bidder non-responsive.

The undersigned has verified prices proposed in the attached Bid Form Price Sheet which is attached hereto and incorporated herein this Bid Form and understands and agrees that the District is not responsible for any errors or omissions on the part of the undersigned.

The undersigned further certifies and warrants that numbers and calculations provided in the attached Bid Form Price Sheet are accurate and correct.

The bidder is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

Bidder shall submit a hard copy of the bid in its entirety and a copy of the Bid Form Price Sheet in the template format (Microsoft Excel for PC) in a sealed envelope showing the bid number, opening date, and opening time. All Bids must reach the Purchasing Services Office at the address listed by the time and date shown above.

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Bidder shall coordinate delivery with District. Bidder shall bid all items FOB Destination, Santa Fe Springs, CA.

The undersigned has verified the prices proposed and understands and agrees that District is not responsible for any errors or omissions on the part of the undersigned.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

FIRM NAME: _____

ADDRESS: _____

SIGNED BY: _____

(Manual signature - unsigned bids will be rejected)

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL ADDRESS: _____

If bidder is an individual, name and signature of individual must be provided, and, if doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors

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EXHIBIT "B"

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [Title] of _____ [Firm], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

In signing below, bidder covenants that it has complied with the signature requirements described in Section 10 of the Instructions And Conditions-To Bidders.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__ [Date], at _____ [City], _____ [State].

Name of Contractor (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title

Paper Products for School Food Service Programs

This form must be completed and submitted with your bid package.

Bid #17/18-002
PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS

California Department of Education School Nutrition Programs Unit
 Child Nutrition and Food Distribution Division April 1998
 Approved by OMB
 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

| | | |
|---|--|---|
| 1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance | 2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award | 3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____ |
| 3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known: | • If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| • Federal Department/Agency: | • Federal Program Name/Description: CFDA Number, if applicable: | |
| • Federal Action Number, if known: | • Award Amount, if known: \$ | |
| • a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): | 10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| <p align="center">(attach Continuation Sheet(s) if necessary)</p> | | |

Bid #17/18-002
PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS

| | |
|--|--|
| <p>• Amount of Payment (check all that apply): \$ _____ actual planned</p> | <p>• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____</p> |
| <p>• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____</p> | |
| <p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p align="center">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p> | |
| <p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____ Date: _____</p> |
| <p>Federal Use Only:</p> | <p>Authorized for local reproduction Standard Form - LLL</p> |

**Bid #17/18-002
PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

| | | |
|---|------------|-------------------|
| Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: | | Agreement Number: |
| Address of School Food Authority: | | |
| Printed Name and Title of Submitting Official: | Signature: | Date: |

OR

| | | |
|--------------------------------|------------|-------------------|
| Name of Vendor: | | |
| Printed Name and Title: | Signature: | Date: |
| Name of School Food Authority: | | Agreement Number: |

G:SNP:LOBBYING CERT

Bid #17/18-002
PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

G:SNP:DEBARMENT

Bid #17/18-002
PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS

INSTRUCTIONS FOR CERTIFICATION

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

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PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS

Little Lake City School District

References: Please submit three current references, preferably school districts, that you have provided services to in the previous year.

1. Name of the School District/Company_____

Contact Person/Title:_____

Phone Number:_____

Email Address: _____

Frequency of Delivery:_____

2. Name of the School District/Company_____

Contact Person/Title:_____

Phone Number:_____

Email Address: _____

Frequency of Delivery:_____

3. Name of the School District/Company_____

Contact Person/Title:_____

Phone Number:_____

Email Address: _____

Frequency of Delivery: _____

Bid #17/18-002
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EXHIBIT "E"

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

DATE: _____

CONTRACTOR

By: _____

Signature

Paper Products for School Food Service Programs

This form must be completed and submitted with your bid package.

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PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS

EXHIBIT "F"

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the LITTLE LAKE CITY SCHOOL DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

Paper Products for School Food Service Programs

This form must be completed and submitted with your bid package.

