

BID FORM

Submit Bid to: ***Nutrition Services Department***

Sealed Bid: Paper Goods for Food Stuffs; due by 11:00 a.m. on: 9/20/18
San Bernardino City Unified School District
1257 Northpark Boulevard
San Bernardino, CA 92407
Phone: 909/881-8008 x224 or x227

TO:

BID #: NSB 2018/19-5
Item: PAPER GOODS FOR FOOD STUFFS
Date mailed: August 30, 2018

This bid MUST be received on or BEFORE **11:00 a.m. on** September 20, 2018.

QUOTE PRICES F.O.B. Destination: San Bernardino, CA


Dear Vendor:

The Nutrition Services Department of San Bernardino City Unified School District will receive sealed bids for Paper Goods for Food Stuffs, under Bid #NSB 2018/19-5, in accordance with the attached conditions and specifications. This bid must be received on or before 11:00 a.m. on Thursday, September 20, 2018.

Enclosed is the required form for Bid #NSB 2018/19-5. Return your completed copy to this office in a sealed envelope, clearly noting the bid number and opening date and time as indicated.

Thank you for your interest in our District and participation in this bidding process.

Bid form compiled by: Lisa Falcone, Administrative Analyst


Jason Evylnn, Assistant Director


Adriane Robles, Director

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Nutrition Services Department of San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, California, 92407, on or before 11:00 a.m. on September 20, 2018, for PAPER GOODS FOR FOOD STUFFS under Bid No. NSB 2018/19-5.

Bid documents required for bidding may be secured at the above department. Please call 909/881-8000 for more information.

The Board of Education reserves the right to reject any or all bids, and to waive any irregularities or informalities in any bid or in the bidding, and to accept or reject any items thereon.

Publications of this Notice are August 30, 2018 and September 6, 2018.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

NUTRITION SERVICES DEPARTMENT

By: Lisa Falcone, Administrative Analyst

GENERAL BID CONDITIONS

1. **SUBMITTING BIDS:** Each bid must be received in the Purchasing Office of the Nutrition Services Department, San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, California, 92407, by the time prescribed on the face of the bid form. Each bid shall be in a **sealed envelope** bearing the bid number, the date, and hour specified for public opening.
2. **RESPONSIBILITY:** All bids shall be **signed** in longhand with the firm name and by a responsible officer or employee.
3. **CORRECTIONS:** All prices and notations are requested to be typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent and shall be initialed in ink by person signing bid. Verify your bid before submission.
4. **ACCEPTANCE:** Bid on each item separately. **Prices shall be stated in units specified, which will determine correct extensions.** The Board will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities of informalities in any bid or in the bidding; and to accept or reject any items in the bid. No bidder may withdraw this bid for a period of ninety (90) days after the date set for opening thereof.
5. **TIE BIDS:** In the event of identical bids, the Board may determine by lot which bid shall be accepted. Ref. PCC 20117.
6. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "**or equal**" unless the bid specifically requires no substitutions. The bidder may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder shall furnish within the bid response, full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample or description. Additionally, samples shall be furnished promptly upon request.
7. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used.
8. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful bidder, and if not destroyed by tests will upon request be returned at bidder's expense. The final decision as to whether the material or product is the equal to that specified shall be made by the School District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the cost of the tests shall be paid by the vendor. In all cases, the District reserves the right to make tests it deems necessary.
9. **PATENT INFRINGEMENTS:** The successful bidder shall hold the San Bernardino City Unified School District, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of any copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
10. **DELIVERY:** It is understood that the bidder agrees to deliver prepaid all items to the address indicated on this bid form. All costs for delivery, drayage, freight or the packing of said articles are to be borne by the bidder.
11. **SALES TAX:** (A) Do not include California State Sales Tax in bid **unless requested**; said tax will be added to invoice and paid by the District as applicable. (B) Do not include Federal Excise Tax or Use Tax in bid; the district is not subject to it.
12. **DISCOUNT:** Cash discounts when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Unless specified otherwise, cash discounts for a period of less than thirty (30) days will not be considered in determining a low bidder.
13. **NON-BIDDERS:** If bid is not made, please notify the District if you wish to remain on the mailing list.
14. **INTERPRETATIONS OF BID DOCUMENTS:** All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The school District shall not be responsible for any other explanation or interpretation of the bid document.
15. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
16. **COMMUNICATION OF AWARD:** Bid awards shall not become binding upon the School District until communication in writing to the successful bidder.
17. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California.
18. **EQUAL OPPORTUNITY:** The bidder hereby certifies that bidder is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

SUPPLEMENTAL BID CONDITIONS

1. **Read Carefully:** Bidders are expected to examine the conditions, specifications, and all instructions of the bid, as they are terms for award and binding. Failure to do so will be at the bidder's risk. Each bidder shall furnish the information required by the bid. Statements or communications which serve to qualify or put conditions on any bid, changes or additions to the bid form, alternative bids, or any other modification of the bid form which is not specifically called for may result in the District's rejection of the bid as not being responsive. **Nonconforming or qualified bids (such as stipulation of minimum order, date specific pricing and/or delivery requirements) are subject to rejection in their entirety.**

Certain vendor requirements are existent throughout this document. Although specific areas/sections may specify certain terms, conditions, requirements, or instructions, they are part of the entire bid requirements and should be viewed non-exclusively. Vendors shall respond completely to the various points within the bid. Failure to provide written responses may be interpreted by the District as an inability by the vendor to provide the requested products/services.

Any questions regarding this bid shall be directed to the Nutrition Services Purchasing Office at 909.881.8008 x224 or x227, prior to the bid opening.

2. **Award:** The purpose of this bid is to award to a single vendor for efficiency in ordering and delivery. **Award will be on an ALL OR NONE basis** to the single, lowest responsive bid and responsible bidder meeting all the terms and specifications of the bid documents, based on low cost, quality of the products, service, delivery requirements, vendor's reputation and references—as in the overall best interest of the District.

BID ALL ITEMS. Vendors shall bid on each item listed in dollars and cents up to two digits. ***Bid must be substantially responsive or bid is subject to rejection.*** The District reserves the right, however, to accept or reject one or more items in the lot. An example may be, but is not limited to, rejection of an alternate item that is not considered equal and/or removal of a non-critical item, or an item that has restricted availability and/or inflated unit pricing. The District further reserves the right to waive details of the bid specifications if it determines that such a waiver will not make the bidding process unfair; if the deviation from the specifications is inconsequential. 'Minor/Waivable' rule *may* be applied at the discretion of the District management—in the case of slight errors, insignificant omissions, or immaterial technicalities—in good faith to reasonably promote fair and open competition and access to procurement. The District continually endeavors to further clarify and improve bid instructions. Any technical details previously waived in any past price request, bid, award process, or previous purchase order/contract may not be waived in evaluation of and resulting compliance with this NEW bid, as subject to the conditions currently stated herein. Additional considerations, optional item(s) or other offerings that are not called for within the bid scope/award criteria shall not be considered when determining low bidder. **Notwithstanding, the District reserves the right to award bids as deemed necessary and in best interest of the Nutrition Services Department.**

Award by Purchase Order Contract. A signed and submitted bid constitutes an offer to contract with the District to provide the goods and/or perform the services specified in this bid, thus eliminating the need for the formal signing of a separate contract. A bid does not become a contract unless and until it is accepted by the District after approval by the Board and an authorized Purchase Order is awarded. The District does not sign vendor contract forms. In the event that the District awards a project to a vendor and vendor requests changes to the District standard bid contract form, the District reserves the right to cancel the award and re-award the project to an alternate vendor.

3. **Vendor Criteria:** All responding vendors shall meet the following minimum criteria for bid submission:

✓ **(Certify compliance by checking within the boxes below.)**

- ☐ Have been in business for at least five (5) years, with references provided showing successful business relationships with at least three (3) Food Service Institutions.
- ☐ **Provide substantiation within your bid response** of prior experience of a least one (1) successfully fulfilled contract of comparable dollar value and variety of products to one delivery point for a school or similar Food Service institution.
- ☐ Own a sufficient facility and number of delivery trucks to be able to provide timely and complete deliveries as requested, including special/rush deliveries in an expedited time-frame.
- ☐ Provide complete and accurate automated billing as requested by Cafeteria Accounting. We currently require one invoice per order and a monthly statement. Invoices payable monthly unless otherwise agreed upon by Nutrition Services Department. Invoices, packing slips, and all related correspondence must reflect correct PO number. USAGE reports, by item, to be provided by vendor upon request.

4. **Sole Judge:** The District will be the **sole judge** of the merits and qualifications of the products and the ability of the vendor to meet District requirements. The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District. The District reserves the right to waive any irregularities or informalities in any bid, and to accept or reject any items thereon.

5. **Term:** **The unit prices bid herein will be effective/remain firm for the period of one (1) year after the award** date of the bid, which is *anticipated as approximately November 2018*. It is understood products may be ordered up to and including the last day of the covered term; products should be received within 30 days thereafter. {A blanket purchase order may be issued to the successful bidder after Board approval. Board meetings usually take place on the first and third Tuesdays of the month (or as otherwise scheduled by the Board.) Internal Board agenda deadlines are usually approximately four weeks before the scheduled meeting date.}

Prices shall be a maximum/not to exceed price for the awarded one-year term. Prices shall include all vendor indirect and overhead costs, including profit and ancillary expenses such as freight, pick-ups, storage, brokerage fees, delivery, etc. No additional shipping charges or any types of fees or surcharges are to be added later. No fuel surcharges will be accepted.

Extension Option: Beyond the initial one-year period, the District may elect to extend the award for additional (1) year periods (or a lesser period of mutually agreeable), not to exceed a total of three (3) years, if it is in the best interest of the District and if the successful bidder agrees. Any extension made upon mutual consent of the District and the vendor shall be at the same terms, conditions, specifications, and pricing per item, except where a bona fide increase has taken place. A price increase may be considered if justification of the cost increase is provided and evidenced by documentation--such as the manufacturer of an item stating increased raw material costs and providing invoices or other supporting documentation as quantitative proof and/or not to exceed the higher Consumer Price Index that best represents the San Bernardino area for the types of items purchased and/or "All Items" for the last twelve months from extension offer to District, may be negotiated subject to the existing market conditions and approval by the District. The successful bidder must substantiate any price increase with documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase. Accordingly, any manufacturer's price or other negotiated price DECREASES shall be passed on to the District.

6. Addendum: If it becomes necessary for the District to revise any part of this bid, an addendum will be provided to all bidders prior to the bid opening. Any addendum will be signed and included with your bid response. Requests for clarifications and/or to amend any part of this bid must be done in writing prior to bid opening to allow for a response.
7. Delivery Requirements: Delivery is of the essence. Delivery shall be FOB Destination to the San Bernardino City Unified School District Child Nutrition Center/WAREHOUSE, 1257 Northpark Boulevard, San Bernardino, CA 92407. Delivery appointments are required, and must be scheduled by calling 909/881-8008 x237. 24 hour advance notice required. Products must be delivered on full size, 40 x 48, wooden, four-way pallets. Pallets shall be stacked no higher than 66 inches. Deliveries not made in accordance with these requirements are subject to refusal.

Joint-venture and/or use of subcontractors in any manner is expressly prohibited in relation to this bid. Awarded vendor may not subcontract to another distributor for delivery and shall furnish delivery slips, referencing the bid number, in duplicate as follows: (1) Original copy signed by warehouse stock clerk receiving the material shall be left at the delivery location. (2) The vendor shall retain duplicate copy. Delivery requires products in containers that are clean, in vehicles that are clean, and by personnel that are properly attired. Trucks will be kept in good repair.

Vendor's representatives driving motor vehicles on District grounds will use extreme caution. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, or accidental damaged caused or noted, etc. should be reported to the School Police 24/7 Dispatch at 909/388-6130 or the 24-hour Emergency Number at 909/889-6833. In the event of vendor accidental damage to site fence or other, vendor must report in writing to Nutrition Services management immediately and will be liable for damages and held responsible for repair costs.

Warehousing Facility: List address, size, and description: _____

Delivery Trucks: List number/type of owned trucks: _____

8. Orders: Orders are placed by the Nutrition Center Expeditor based on the District's needs. Orders should be placed for paper good items only, as shown on the bid list. Orders shall not be accepted for items that are not on the bid or for non-authorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of Nutrition Services personnel whether payment will be made to the vendor for such items.
9. Usage: The total estimated yearly usage shown is the District's best estimate of the quantities that will be required based on the information available at this time. The Nutrition Services Department will be ordering these products on an as needed basis from a blanket purchase order. This is an indefinite-quantity bid. The District does not guarantee orders nor shall the District be required to limit its orders. Purchase is contingent upon availability of funds. The District reserves the right to buy either more or less than this quantity throughout the term of the bid or delete a line item or entire bid over the contract period or to purchase from different vendors. Bid may be cancelled at any time with thirty (30) days written notice without cause and without any further obligation other than payment for goods rendered prior to the effective date of such termination.
10. Additional Items: The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. Any items that may need to be added to this bid shall exhibit similar mark-up fee as all other existing/awarded products on the bid. **Indicate on the last space provided on the SPECIFICATIONS/ITEM LIST section, the maximum/not-to-exceed cost plus fixed dollar amount fee cap/limit, as applicable.** Fee indicated in dollars and cents must be a maximum fixed fee in dollars and cents (not a percentage or range). Vendor may charge a lesser fee at any time. Vendor will provide the best pricing available based on type of item and quantity--which shall not exceed the actual cost plus fee cap stated on bid response. Evidence and documentation of cost (at invoice price) will be provided by the vendor upon request. Any new/additional items must be approved in advance. NO unauthorized items may be purchased. Vendor shall not accept an order for any product that is not indicated, in writing, on the purchase order or an authorized PO change order. The District does not assume responsibility for orders of any products other than those listed herein and/or which have been formally awarded to the vendor on a purchase order (PO) or authorized PO change order.
11. Legal Requirements: All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. In accordance with California Department of Education's School Nutrition Program guidance manual all contracts with vendors that exceed \$100,000 need to have the following stipulation verbatim: "The Food Service Management Company (FSMC) must comply with section 306 of the Clean Air Act (42 USC Part 1857 [h]), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15). ...violations will be reported to the USDA FCS and the United States EPA. The FSMC will not utilize a facility listed on the EPA List of Violating Facilities (A-102 14[I])." Vendors shall comply with applicable standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

12. Recycled/Local Products: Per District Board Policy 3300, **when price, fitness, and quality are equal**, recycled products shall be preferred when procuring materials for use in District schools. Vendors are required to bid recycled/recovered materials accordingly, to the maximum extent possible. By not bidding on recycled/recovered materials, vendor certifies that a recycled product of **equal price**, fitness, and quality is not available.

Per District Administrative Regulation 3311, all bidders shall certify in writing the minimum, if not exact percentage, of postconsumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

- A space has been provided for each item on the **Specifications/Item Listing** for certifying the percentage of recovered materials used. Please indicate if “not applicable” for item. Also, vendor shall estimate percentage of total recovered material bid in space provided. Failure to provide complete response may result in bid rejection as non-responsive.

In accordance with 40 CFR 247, procurements must contain the highest percentage of recovered materials **practical**, consistent with maintaining satisfactory levels of competition, when the purchase price or value of the quantity procured exceeds \$10,000. The Resource Conservation and Recovery Act/Environmental Protection Agency (EPA) recommended recovered material content ranges are desired for any applicable items. **Preference, to the extent practicable and economically feasible, for products that conserve natural resources and protect the environment and are energy efficient, is hereby noted.**

Local and California-made supplies shall be preferred when **price**, fitness, and quality are equal, pursuant to Government Code Sections 4330-4334 of the State of California.

13. Specifications: Specifications are minimum requirements that should be met or exceeded. **The vendor shall state the brand and item number bid**; if none is indicated it is understood that the bidder is quoting the exact brand, pack size, unit, and code number specified. If proposing product “equal to” the brand specified, any differences shall be clearly noted—**“or equal” brands quoted shall INCLUDE COMPLETE DESCRIPTIVE LITERATURE/SPECIFICATIONS WITHIN YOUR BID RESPONSE.**

Vendors submitting an or equal item certify the items have been fully investigated and determined by the vendor to be equal or superior in a respects to the specified product and shall submit documentation/proof. *Failure to supply the “or equal” product spec sheet may result in rejection of alternate item and/or rejection of the bid as non-responsive.* Spec sheets shall be marked with related bid line item number and submitted in sequential order. In addition, upon request, the successful vendor must provide specification sheets for all items awarded on this bid.

Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any vendor from bidding who can meet these specifications and requirements. Product specifications

are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. IF quoting an item where pack size is different than specified, show the alternative packaging size and equalize your bid to the total quantity requested **to determine correct extensions**. Equivalent products may be accepted as long as the vendor provides documentation and substantiation (by providing sample(s) or by other means) ensuring that the product meets the minimum specifications (quality, weight, material, etc.) of this bid and District requirements. **In any case, the District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.**

14. MSDS: Vendor shall include Material Safety Data Sheets (**MSDS**) for all chemicals *within bid response*. Vendor will also provide MSDS labels as required.
15. PRINTED ITEM(S): SPECIFICATIONS/Item List section may include printed item(s.) Artwork is available in electronic format. Please quote as requested. All logos should be made as large as possible within the printable area. Products that have a logo may include a band to border the logo's top and bottom. The band is to be approximately 1/5" to 1/4". The band should extend across the entire length of the printable area. The bands can be leaves or waves. A repetitive pattern can be used on applicable items. All products with logo must be pre-approved prior to production and they must be within District expectations.



16. Right to Inspect: The District reserves the right to inspect the facilities, including all areas and vehicles, of the vendor prior to award of contract and/or during the term of the contract. If representatives of the District determine after such inspection that the vendor is not capable of performance satisfactory to the school district, the bid will not be considered or it may be cancelled. Vendors must maintain clean, pest-free storage areas. The District reserves the right to request information about vendor's pest control in storage areas and delivery vehicles. All chemicals used shall be certified as safe for use around paper goods for food stuffs.
17. Non-Performance: The school district reserves the right to discontinue service of all or any portion of any contract resulting from this bid for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the vendor in default. Failure to furnish all items per the contract, in a timely manner, as specified, shall constitute unsatisfactory service. If the vendor fails or neglects to perform as set forth herein, the District may, without further notice or demand, cancel award and rescind any purchase order or may purchase elsewhere and hold vendor responsible and liable for all damages which may be sustained thereby, or on account of the

failure or neglect of vendor in performing the required terms and conditions herein. This is in addition to and not in limitation of any other rights or remedies available to the District. The District may withhold a sufficient amount or amounts of any payment otherwise due to the vendor, as in its judgement may be necessary to cover defective items not remedied or a failure to delivery requested items and the District may apply such withheld amount(s), including short-payment for incorrect invoices, to the payment of such claims, in its discretion. Vendor may be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the vendor.

18. Substitutions: The successful vendor must deliver the brands quoted and accepted by the District and meet the delivery time promised. Failure to supply the brands specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the vendor's control mandate the need for a substitution, approval must be obtained from the Nutrition Services Department Program Manager or designee prior to delivery. Documentation from the manufacturer or other evidence verifying availability problems shall be included with any substitution requests. The vendor will be required to provide an equivalent product in quality, pack size, and pricing. Samples may be required. If specified product can be obtained by Nutrition Services from another vendor, Nutrition Services may bill back the vendor any difference in pricing and costs related to having to procure said product elsewhere.
19. Samples: Upon request, samples of items bid must be submitted for approval. Samples may be requested both before and after award is made. Such samples shall be delivered as soon as possible and within five (5) working days after request at no charge to the District. Each sample must be clearly marked with the vendor's name, the bid line item number, the brand, stock/code number, pack size information, and specification sheets. All samples shall become the property of the District. Failure to furnish samples as requested may be cause for rejection of the bid.
20. Returns: Vendor shall issue credit to the District for all products returned from the Nutrition Center that are damaged, defective, and/or do not meet specifications.
21. Service: The District requires a high level of service and support from the awarded vendor. Vendor will be held responsible for following-up on incremental, "just-in-time", orders to ensure complete and on-time deliveries. Partial shipments are discouraged. The goal is to order all items from one source and to receive complete orders without multiple deliveries or drop shipments. Any order or delivery discrepancies shall be handled promptly by the vendor's contact person assigned to the District. On-site response may be required.
22. Rebates/Incentives: Please advise which products qualify for rebates for incentive programs, such as Cool School Café, etc. Successful vendor shall be proactive and search out rebates for Nutrition Services Department. Vendors shall help redeem rebates by sending usage reports to the manufacturer of applicable incentive programs and/or directly

to the District. Vendor should advise what action will be taken to maximize rebate and/or incentive point accumulation potential with manufacturers and other incentive program(s). Vendor should also specify any promotional or marketing materials that may be available to the District. *Please include any information within bid response.*

23. Technology Solutions: Vendors should include any information and literature on automated ordering and invoicing with bid response.
24. Covenant Against Gratuities: The vendor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor or any agent representative of the vendor, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Additionally, the Nutrition Services Department expressly requests NO GIFTS of any kind.
25. Conflict of Interest: The awarded vendor shall disclose to the District the name of any officer, director, employee, or consultant who is also an employee of the District. The awarded vendor shall also disclose the name of any District employee who owns a significant stock interest of the awarded vendor's corporation, or any of its branches, or any other real or apparent conflict of interest with any District employee.
26. Non-Collusion: Vendors submitting bids hereby certify that the bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the vendor has not directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and has not in any matter sought by collusion to secure for himself an advantage over any other bidder. The Non-Collusion Declaration enclosed shall be submitted with each bid response.
27. Debarment/Lobbying Certification: Per the State of California, as a school food authority, we must require that each vendor to provide completed certification statements regarding debarment and lobbying. Complete the Disclosure of Lobbying Activities (2 page form) and Debarment, Suspension, and Responsibility Matters (1 page form) enclosed and return within bid response.
28. Insurance Requirements: The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Products Liability, and Automobile Liability. Attached are three forms entitled Instructions for Completing, Executing and Submitting Evidence of Insurance (2 pages); Insurance Requirements (2 pages); and General Liability Additional Insured Endorsement (2 pages) regarding these requirements.

All bidders submitting a bid certify to comply with District insurance requirements, including Workers' Compensation per provisions of section 3700 of the Labor Code, which require

every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with code provisions.

29. Fingerprinting. The successful vendor will be required to comply with all provisions of Education Code Section 45125.1 regarding fingerprinting. Please see attached form entitled Fingerprint and Criminal Background Check Certification (1 page) regarding this provision. Fingerprinting clearance or approved waiver status is required prior to any District school site services. Vendor acknowledges and agrees that form shall be kept up-to-date by vendor at all times. Link to Department of Justice for further information: <https://oag.ca.gov/fingerprints/agencies>.
30. Business License Number: _____ The legal document that grants you the right to operate a business in your city. *Please include a copy within bid response.* (Note: This is not a Federal Tax ID or State Registration number). Awarded vendor shall obtain necessary business license/registration within the City of San Bernardino. Link to City of San Bernardino business license information: <http://www.ci.san-bernardino.ca.us/>
31. Governing Law/Ordinances & District policy: This bid and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of California, County of San Bernardino. Additionally, awarded vendor is responsible for all city, county, state, federal rules and ordinances and agrees to conform to all prevailing District Board Policies, District Administrative Regulations, laws and regulations—municipal, state, and federal—and any and all requirements, orders, permits, or any municipal, state, or federal board authority, present or future, in any way relating to this bid throughout the entire term and any extensions thereof. Each and every provision of law and clause required by law to be inserted in this bid shall be deemed to be inserted herein and shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the bid shall forthwith be physically amended to make such insertion or correction. The awarded vendor and the District agree that if any provision of this bid and resulting purchase order is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the bid, the purchase order shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable. District policies, including policies governing bids/awards/protests, may be accessed via the District's website: https://sbcusd.com/school_board/board_policies/.
32. References: Each bidder shall provide a minimum of three (3) references. Attach proof of prior experience (i.e. copy of a purchase order from another school district or signed contract) and submit with your response as substantiation of successful and comparable performance to satisfy the vendor criteria requirement and provide references herein below:

	<u>School District/Institution:</u>	<u>Contact E-mail:</u>	<u>Phone & FAX:</u>	<u>Awarded Dollar Value:</u>
1				
2				
3				
4				

Reference letters may be provided in addition. *Attach/include within bid response.*

33. District Contact: Note primary contact person responsible for monitoring our account (order status, deliveries, etc.)

Name: _____ Title: _____
Phone: _____ (Toll-free number requested.)
FAX: _____ Cell: _____
E-mail: _____ Website: _____

Note: Orders may be submitted to vendor via E-mail. Please confirm orders are accepted via E-mail addressed to: _____

34. Certification of Compliance: Vendors, **by the act of submitting and signing bid form, certify that they meet all of the criteria, terms, and conditions stipulated** throughout the bid document and fully comply with applicable Federal, State, local laws and regulations, and District policy, and shall indemnify and hold District harmless from any liability, cost or expense (including, without limitation, District's court costs and reasonable attorney's fees) resulting from vendors failure of compliance. The bid consists of the accepted bid form, conditions, specifications, required forms or documentation, any addendums, written clarifications, and resulting purchase order—all complimentary in that obligation required by one section and not in others shall be done as if required by all. Furthermore, all information furnished herein, related forms, and supplemental documentation as required by the successful vendor shall be kept correct and up-to-date at all times. It is the responsibility of the awarded vendor to advise, update, and report any material change(s) to the vendor's status/information submitted during the life of the bid, including all extension periods. Such documentation may include, but is not limited to, insurance certificates, fingerprinting clearance, debarment and lobbying information, etc. Should vendor fail to comply, District may terminate award without notice. Vendors submitting signed bids expressly certify compliance with District policies and procedures as applicable to this bid, including but not limited to, Tobacco/Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq. requiring a published statement notifying employees concerning the prohibition of

controlled substance at the workplace, an established drug-free awareness program, and a requirement of each employee engaged in the performance of the contract be given a copy of the statement per section 8355(a), and require such employee to agree to abide by the terms of that statement) as well as District Affirmative Action programs. Vendor and all vendor representatives shall abide by the same conditions of conduct as expected of District employees, without the implication of employment. District policies may be accessed via the District's website: <http://www.sbcusd.com/index.aspx?nid=419>

References: Smoking and Use of Tobacco at District Facilities (BP 3513.4); Affirmative Action Program for Equal Employment Opportunity (BP 4030.1); Nondiscrimination In Employment (BP 4030); Drug and Alcohol-Free Workplace (BP 4020.)

35. **Hold Harmless:** To the fullest extent permitted by law, the vendor agrees to and does hereby indemnify and hold entirely harmless the District, its officers, agents and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, including any and all claims under Workers' Compensation acts and other employee benefit acts with respect to vendor's employees/subcontractors arising out of vendors work under this proposal, any act, neglect, default, or omission of the vendor which may be incurred by reason of: A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage—including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the vendors work under this bid, including injury or damage either on or off the property of the District—or expense arising out of the contract sustained by the vendor and any person, firm or corporation employed by the vendor upon or in connection with the work either directly or by independent contract called for in this bid except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, or agents. B. Any injury to or death of persons or damage to property, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the contract, whether said injury or damage occurs either on or off District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents. C. The vendor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any settlement or judgment that may be rendered against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any settlement or judgement that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.
36. **Assignment:** The awarded vendor shall not in any manner, directly or indirectly, by operation of law or otherwise, sell, assign, subcontract, factor, encumber, or transfer the award of this bid/purchase order/agreement or any portion thereof, or any of the rights or privileges granted thereby, without the prior written consent of the District. If consent is not given by the District to assign, transfer, or encumber, such action may void award and/or any issued purchase order.
37. **Bid Submission:** All bids **must be signed** and submitted by the time and due date indicated to the Nutrition Services Department, Attention: Purchasing Office, 1257 Northpark Boulevard, San Bernardino, California, 92407, in a **sealed envelope** CLEARLY **indicating the**

bid number and title, and opening date and time. The District will not be responsible for bids received that are late to the Purchasing Office and/or not clearly identified. Bids received after the public opening time will not be accepted and returned unopened. It is the sole responsibility of the bidder to ensure that his/her bid is received before the opening time. By signing on bid SIGNATURE PAGE, signer certifies they are an authorized representative of the vendor and that information contained in the bid response is accurate and true, and binding upon the vendor.

38. Bid Opening: Bids will be opened publically and prices shared. Vendors shall be solely responsible to come prepared with whatever items may be needed to take desired notations, which may include blank bid copies, pen/paper, camera phone, etc. No District provisions/no copies shall be provided by the District at the time of the public opening.

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

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, disability, age, 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 at (800) 877-8339. 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: How to File a Complaint, 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. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SIGNATURE PAGE

The undersigned has read the specifications, instructions, conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and to deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

By: **X** _____ Delivery _____ days from date of order.
Original Signature Required

Printed Name & Title: _____

Name of firm: _____ Terms/Cash Discount - _____ % _____ days.

Address: _____
CITY STATE ZIP

Remit Address: _____

Phone: (_____) _____ Fax: (_____) _____

Website: _____ E-mail: _____

Bidder Checklist: ✓ to confirm included--

- ☐ Substantiation of prior experience/proof enclosed
- ☐ Business License Number and copy/proof enclosed
- ☐ Non-Collusion Declaration (1 page form)
- ☐ Disclosure of Lobbying Activities (2 page form)
- ☐ Debarment, Suspension, and Responsibility Matters (1 page form)
- ☐ Product specifications/sheets for any and all "or equal" items enclosed
- ☐ **MSDS** (Material Safety Data Sheets) for all chemicals enclosed
- ☐ Rebates/Incentives & Technology Solutions Info.

Remember to complete:

- ⇒ ✓ Minimum Vendor Criteria met for bid submission
- ⇒ **Original Signature Above**
- ⇒ List of References (with complete info. including E-mail contacts.)
- ⇒ District Contact
- ⇒ Delivery Truck Information
- ⇒ Warehouse Facility Information

Items required by successful vendor upon award of Bid:

- Insurance Certificate/Endorsement per District forms
- Fingerprint and Criminal Background Check Certification (1 page form)
 - Indicate if vendor has already completed criminal background check requirements of Ed. Code 45125.1; currently has completed fingerprinting and background clearance for delivery employees that would provide service to the District. YES ☐ or NO ☐

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:

Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF taxable: YES	Vendor to confirm.	Tax @8. %
1	41000	ALUMINUM FOIL, HEAVY DUTY, 1,000 FT., 18" WIDE, 35# ROLL	RL	HFA #11807	400						Y		\$
2	41010	APRONS, PAPER, HEAVY-DUTY, DISPOSABLE, APPROX. 28 X 40", 100/CS	CS	KIMBERLY CLARK #036550	155						Y		\$
3	41027	APRONS, PLASTIC, 28 X 46, 50/BOX	BX	GOLDMAX 1532	250						Y		\$
4	41215	BAG, SANDWICH, ZIP-LOCK, 6.5" X 6", 500/CS	CS	FOOD HANDLER #20FH40	110								
5	41040	BAGS, COOKIE, APPROX. 5.5 X 5.5, 2,000/CS	CS	ELKAY DP555PCK	80								
6	41080	BAGS, FOIL, "FRESH DELICIOUS," 1,000/CS (Used for French bread pizza bag.)	CS	BAGCRAFT 300525	1								
7	41060	BAGS, FOIL, UNPRINTED/PLAIN, HAMBURGER/SANDWICH, 1,000/CS	CS	PAPERCON #300533	126								
8	41061	BAGS, FOIL, 1,000/CS, PRINTED, 6" X .75" X 6.5", "HAMBURGER"	CS	PAPERCON PPC-300527	80								
9	41062	BAGS, FOIL, 1,000/CS, PRINTED, 6" X .75" X 6.5", "CHEESEBURGER"	CS	PAPERCON PPC-300529	100								
10	41071	BAGS, FOIL, 1,000/CS, PRINTED, 6" X .75" X 6.5", "CHICKEN"	CS	PAPERCON PPC-444492	40								
11	41070	BAGS, FOIL, UNPRINTED/PLAIN, HOT DOGS, 1,000/CS	CS	PAPERCON #300456	40								
12	41130	BAGS, ICE, 25 LB, 15 X 30, 500/CS	CS	ELKAY #H30PMET	2						Y		\$

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VENDOR NAME: _____

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13	41140	BAGS, POLY, 12 X 12, .003 MIL, 1,000/CS.	CS	ELK-30F-1212	5								
14	41150	BAGS, POLY, 14x14 3MIL, 500/CS	CS	ELKAY #F1414-3	12								
15	41200	BAGS, WAX, FRENCH FRY, #3, PLAIN, 2,000/CS	CS	CAROLINA BAG 3SB	1								
16	41210	BAGS, ZIPLOCK, 13" X 15", 1.75 ML, 2-GAL, 100/CS	CS	FOOD HANDLER #20-FH70	430								
17	41220	BAGS, ZIPLOCK, 18"X 20", 2 MIL, LOW DENSITY (FOOD GRADE), SEAL TOP, 500/CS	CS	ELKAY #1820Z-2	45						Y		\$
18	41360	BOUFFANT CAPS, 21" XTREME, 10 BOXES OF 100/CS	CS	GOLDMAX ASSORTED #20301	100						Y		\$
19	41263	BOWL, BLACK MICRO, 16/20 OZ., 500/CS	CS	ANC-4605820	210								
20	41307	BOWL, BLACK MICRO LID, DOME, FOR 12-24 OZ. BOWL, 500/CS	CS	ANC-LH5800D	210								
21	41324	BOWL, RICE, 22 OZ. FRIPPE, 500/CS	CS	PACTIV #MBL-TH1-0022	15								
22	41323	BOWL, RICE--LID, CLEAR, DOME, FOR 22 OZ. BOWL, 6/84 (504)/CS	CS	PACTIV/ MOBIL #YC18-0012	1								
23	41268	BOWLS, SALAD, HEXWARE, HINGED, 1 COMP. 9.5", 110/CS	CS	PACTIV #YEH8-9190	10								
24	41301	BOWLS, STYRO SQUAT 8 OZ., 1,000/CS	CS	DART #8SJ20	1								

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25	42211	BOWLS, STYRO SQUAT 8 OZ.-- LIDS, FOR SOUP BOWLS DART #8SJ20, 1,000/CS	CS	DART #20JL	1							
26	41280	BOWLS, STYRO SQUAT, 12 OZ., 1,000/CS	CS	DART #12B32	40							
27	42210	BOWLS, STYRO SQUAT, 12 OZ.-- LIDS, VENTED, FOR SOUP BOWL, 500/CS	CS	DART #32JL	20							
28	41273	BOWLS, STYRO SQUAT, 30 OZ. 450/CS	CS	PACTIV YTH1-0030	55							
29	41300	BOWLS, STYRO SQUAT, 6 OZ. 1000/CS	CS	DART #6SJ12	15							
30	42220	BOWLS, STYRO SQUAT, 6 OZ.-- LIDS, (ALSO FOR 12 OZ. STYRO CUPS) 1000/CS	CS	DART #12SL	25							
31	41320	BOXES, CORRUGATED (FOR BELOW FISH BOXES)	EA	DELTA #CC181	485						Y	\$
32	41920	BOXES, FISH, 50# W/LIDS, 18X16X14	EA	DELTA #FB181	1,150						Y	\$
33	39430	BUN RACK COVERS, DISPOSABLE, 52" X 80", 50/CS	CS	FOOD HANDLER #22-SB52D	80						Y	\$
34	41370	CAPS, PAPER, WHITE/BLUE, 10 BOXES OF 100/CS	CS	CELLUCAP #RC100B	15						Y	\$
35	41310	CARDBOARD BOX, 15-1/2 X 14-1/2 X 10-1/2, 20 BXS/BUNDLE	BD	THARCO #R510	30						Y	\$
36	41330	CARDBOARD BOX, EGG CRATE BUNDLES, FULL SIZE CARTON, 25 BXS/BUNDLE	BD	COAST PACKAGING #1211 PLAI	120						Y	\$

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										Vendor to confirm.		
37	41242	CATERING, "PICNIC IN A BOX" #4 BLACK BIO-PACK, 3.5 X 8.75 X 6.45, 160/CS	CS	G.S.D. #4BBIO	40							
38	41245	CATERING, BOWL, PLASTIC BLACK, 80 OZ., CTRLN RGD, 50/CS	CS	SABERT #92080A50	35						Y	\$
39	41255	CATERING, BOWL, PLASTIC, BLACK, 160 OZ., CTRLN RGD, 50/CS	CS	SABERT #92160A50	60						Y	\$
40	41265	CATERING, BOWL, PLASTIC, BLACK, 48 OZ., WIDE RIM, CTRLN PT RGD, 100/CS	CS	SABERT #92048A100	16						Y	\$
41	41275	CATERING, CONTAINER, PLASTIC, DELI PP CLR, 500/16 OZ	CS	FABRI-KAL 01326	5						Y	\$
42	41345	CATERING, LID, DOME, PLASTIC PET F/48 OZ. BOWL, 100/CS	CS	SABERT #52048A100	10						Y	\$
43	41295	CATERING, LID, PLASTIC DOME CLR, 50/80 OZ./CS	CS	SABERT #52080A50	20						Y	\$
44	41325	CATERING, LID, PLASTIC DOME PET, 50/160 OZ./CS	CS	SABERT #52160A50	55						Y	\$
45	41335	CATERING, LID, PLASTIC F/8-32 OZ. DELI CONT., 500/CS	CS	FABRI-KAL 01328	3						Y	\$
46	41365	CATERING, PLASTIC SILVERWARE, FORK, SILVER REFLECTION, 600/7"/CS	CS	SABERT CMF600	135						Y	\$
47	41385	CATERING, PLASTIC SILVERWARE, KNIFE, SILVER REFLECTION, 600/7.5"/CS	CS	SABERT CMK600	75						Y	\$

SPECIFICATIONS/ITEM LIST

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Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF taxable: YES <small>Vendor to confirm.</small>	Tax @8. %
48	41405	CATERING, PLASTIC SILVERWARE, SPOON, SILVER REFLECTION, 600/6.25"/CS	CS	SABERT CMS600	20						Y	\$
49	41415	CATERING, PLATE, PLASTIC, CLR 6 IN. RGD., 240/CS (ANY PATTERN SHALL MATCH WITH BELOW 9" PLATE)	CS	WNA-OP624CL	350						Y	\$
50	41425	CATERING, PLATE, PLASTIC, CLR 9 IN. RGD., 240/CS (ANY PATTERN SHALL MATCH WITH ABOVE 6" PLATE)	CS	WNA-OP9240CL	125						Y	\$
51	41435	CATERING, SPOON, PLAS SRV BLACK 10" CLSWR RGD, 72/CS	CS	SABERT #UBK72S	55						Y	\$
52	41445	CATERING, TONG, PLAS BLACK 10" HVY DTY RGD, 36/CS	CS	SABERT #UBK36T	195						Y	\$
53	41455	CATERING, TRAY, PLAS, CATER BLACK FLT, 12", 50/CS (MUST WORK WITH CATERING TRAY LID)	CS	PAR-51200	40						Y	\$
54	41465	CATERING, TRAY, PLAS, CATER BLACK FLT, 16", 50/CS (MUST WORK WITH CATERING TRAY LID)	CS	PAR-51600	50						Y	\$
55	41466	CATERING, TRAY, PLAS, CATER BLACK FLT, 18", 50/CS (MUST WORK WITH CATERING TRAY LID)	CS	PAR-51800	20						Y	\$
56	41316	CATERING, TRAY--LID, CLEAR DOME, FOR 12" TRAY, 50/CS (MUST WORK WITH CATERING TRAY)	CS	PAR-51230	45						Y	\$
57	41315	CATERING, TRAY--LID, PLASTIC DOME FOR TRAY, 50/16 IN./CS (MUST WORK WITH CATERING TRAY)	CS	PAR-51627	50						Y	\$

SPECIFICATIONS/ITEM LIST

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Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF Taxable: YES	Tax @8. %
58	41305	CATERING, TRAY--LID, PLASTIC DOME FOR TRAY, CLEAR, 50/18 IN./CS (MUST WORK WITH CATERING TRAY)	CS	PAR-51840	25						Y	\$
59	41490	CHILI BOATS, #50, BASKETWEAVE, 1,000/CS	CS	HUHTAMAKI CHI-FT50	2,030							
60		CLAMSHELL, 18.5/11.5 OZ., 2 COMPARTMENT, 9.55" X 6.65" X 3.04", HINGED, POLYPROPYLENE BLACK BOTTOM, CLEAR/ANTI-FOG/VENTED TOP, SNAPS CLOSED, 100/CS.	CS	ANCHOR CULLINARY CLASSICS ANC-CC6922B	200							
61	42830	CLAMSHELL, 6" CLEAR HINGED CONTAINER, 4/125/CS	CS	PACTIV YC18-1160	185							
62	42840	CLAMSHELL, MEDIUM, CLEAR HINGED, 3-COMP. CONTAINER, 250/CS	CS	DART C90PST3	25							
63	41530	CLEANER, STAINLESS STEEL, 12/19 OZ CANS/CS MSDS	CS	CLAIRE #844	15						Y	\$
64	41550	CLING FILM, PLASTIC, 18" X 3000' CS	CS	ANCHOR CW183	160						Y	\$
65	41468	COFFEE CUP LIDS, VENTED, FOR 8 OZ. STYROFOAM HOT CUP, 10/100 (1,000/CS)	CS	DART #8JL	1							
66	41469	COFFEE CUP, 8 OZ., STYROFOAM HOT CUP, 40/25 (1,000/CS)	CS	DART #8J8	1							

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

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67	41900	COFFEE FILTERS, 12 CUP, 2 PKGS OF 500/CS	CS	BUNN #20115	2						Y	\$
68	41560	COFFEE STIRRERS, PLASTIC, 5", 10/1M=10,000/CS	CS	GOL-37511	15						Y	\$
69	43010	CONTAINER, 9", CLEAR, HINGED, HOAGIE, 27 OZ., 9-1/4" X 4-1/2" X 3", 200/CS.	CS	PACTIV PCA-YCIB-1049	1							
70	41321	CONTAINER, SHALLOW LUNCH BOX, CLEAR, 7.5 X 4.75 X 2.25, 500/CS (Planned for use in vending machines at Pacific/Arroyo H.S.)	CS	PARPAK #02010	90							
71		CONTAINER, VIEW, SIZE #8, KRAFT, 2-1/2 H, 6 X 4-3/4 BOTTOM, 6-3/4 X 5-7/16 TOP, 45 OZ. CAPACITY, ONE PIECE DESIGN, 240/CS. 100% RECYCLED PAPERBOARD (MIN. 35% POST-CONSUMER CONTENT)	CS	FOLD-PAK BIO-PLUS VIEW #GSD-8VIEWK	50							
72	41711	CUP, 7 OZ. TRANSLUCENT, 2,500 CS (Used by Allred.)	CS	FAB-01354	1							
73		CUP, COMBO PACK, CLEAR WITH INSERT & LID, 9 OZ., PARFAIT STYLE INCLUDES 500 CUPS, 500 LIDS, AND 500-2 OZ. INSERTS/CS.	CS	FABRI-KAL PET #FAB-KC9T2CP	100							
74	41715	CUP, CONE, 4 OZ., W/ROLLED RIM, 5,000/CS	CS	GPK-W4F	2							
75	41680	CUP, SOUFFLE, CLEAR PLASTIC, 4 OZ, 2,400/CS	CS	PACTIV-YS400	110							

SPECIFICATIONS/ITEM LIST

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

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76	42270	CUP, SOUFFLE, CLEAR PLASTIC, 4 OZ--LIDS, 2,400/CS	CS	PACTIV YLS3FR	75							
77	41670	CUP, SOUFFLE, PLASTIC, 2 OZ, 2,400/CS	CS	PACTIV YS200	20							
78	42260	CUP, SOUFFLE, PLASTIC, 2 OZ,--LIDS, 2,400/CS	CS	PACTIV YLS2FR	20							
79	41690	CUP, STYRO, 12 OZ. 1000/CS	CS	DART #12J12	175							
80	41710	CUP, STYRO, 6 OZ. 1000/CS	CS	DART #6J6	60							
81	41016	CUPS, COLD, "SMALL" 16 OZ., APPROX. 1,200/CS. (PLAIN)	CS	LETICA 16PCMPB	30							
82A	41015	CUPS, COLD, "SMALL" 16 OZ., APPROX. 1,200/CS. CUSTOM PRINTED OPTION: 1 COLOR LOGO "GETAWAY"	CS	DOPACO #16SB1	83							
82B		SPECIAL ALLOWANCE FOR ABOVE, CUSTOM PRINTED CUP ONLY. DISTRICT MINIMUM ORDER COMMITMENT = 83 CASES (Vendor shall bid appropriate unit price above, in line 75a.) VENDOR SHALL INDICATE: One-time set-up fee to provide for artwork/plate charges, if applicable = LEAD-TIME = _____ weeks	lot	CUSTOM PRINT INITIAL SET-UP/FEE	1							

SPECIFICATIONS/ITEM LIST

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83	41045	CUPS, COLD--LIDS, FOR "LARGE" CUPS, COLD, 32 OZ., 600/CS	CS	DOPACO DOP-DFL32	20							
84	41025	CUPS, COLD--LIDS, FOR "SMALL" CUPS, COLD, 16 OZ., 2,400/CS	CS	DOPACO DOP-DFL-122Z	10							
85	42645	CUPS, COLD--STRAWS, 7-3/4", WRAPPED, 5,000/CS	CS	GOLDMAX 38821	25							
86	41740	DETERGENT, LIQUID, 4/1 GAL/CS MSDS	CS	PRIME-LINE GENLABS #1885PR "P&R PINK DISHBRITE"	170						Y	\$
87		DISPENSER, BEVERAGE, 160 OZ., POURABLE, KRAFT COLOR, KEEPS LIQUID HOT FOR 2 HOURS, 11.875 X 8.75 X 7.5, 'BEVERAGE ON THE MOVE', 20/CS.	CS	LBP-6999	50							
88		DISPENSER, BEVERAGE, 96 OZ., POURABLE, STORES FLAT, EASY TO ASSEMBLE, KEEPS LIQUID HOT OR COLD FOR HOURS, 6 X10 X 10, 'JAVA PAC COFFEE', 25/CS.	CS	BAGCRAFT PPC 300926	50							
89	41085	FOIL, RED CHECK DESIGN, 10-1/2 X 14, 4/500/CS.	CS	PPC PAPERCON- 300842	35							
90	41971	GLASSES, NEXCLEAR SQUAT, 9 OZ, 1000/CS	CS	SOLO TP9R	110							

SPECIFICATIONS/ITEM LIST

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR NAME: _____

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:

Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	If taxable: YES	Vendor to confirm.	Tax @8. %
91	41980	GLOVES, DISPOSABLE, SYNTHETIC, HYPOALLERGENIC, LATEX FREE, 10/100/CS, ANY SIZE AT SAME COST BID. SIZES: XL, L, M, S	CS	SAFETY ZONE GNPR-SML, -MED, -LRG, or -XLG	100						Y		\$
92	42080 -50, -60, -70	GLOVES, RUBBER, H/D, 1 DOZEN. ANY SIZE AT SAME COST BID. SIZES: XL, L, M, S	DZ	IMPACT #8430-S, -M, -L, or -XL (ORANGE)	170						Y		\$
93	42090	GLOVES, TEXTURA CAST POLY, 10/100/CS., ANY SIZE AT SAME COST BID. X-SMALL, SMALL, MEDIUM, LARGE, OR XL SIZES.	CS	GOLDMAX 1528 SML 1527 MED LG	1						Y		\$
94	42140, -10, -20, -30	GLOVES, VINYL, FOOD SERVICE, POWDER FREE, 1,000/CS. ANY SIZE AT SAME COST BID. SIZES: XL, L, M, S	CS	NET CARE 754639 754633 754631 754629	1,300						Y		\$
95	41890	HANDWRAP, STRETCH FILM, 12" X 1500'L x 80 GAUGE (MIL), STRETCH FLEX.	RL	THARCO-RD27280	60						Y		\$
96	42560	LAUNDRY SOAP, POWDER, W/BLEACH, 2/144 OZ BXS/CS MSDS	CS	PGC TIDE PGC-84998CT	20						Y		\$

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:

Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF Taxable: YES <small>Vendor to confirm.</small>	Tax @8. %
97	42290	LINERS, BAKING, FULL SIZE, 1,000/CS, 16 x 24	CS	PATTERSON #2405161	960						Y	\$
98	42297	LINERS, PAN, OVENABLE, 100/CS., 34 X 12, SHALLOW & MEDIUM FULL PAN	CS	PAK-SHER #5606	35						Y	\$
99	42360	NAPKINS, 15 X 17, 3,000/CS (2 PLY)	CS	HARMONY SOFT HS257	55							
100	42330	NAPKINS, SERV-U, 9 x 12, 8,000/CS (FOLDED MEASURES 3.5 x 5)	CS	NATIONAL 01255	360							
101	42350	NAPKINS, WHITE, 12 X 13, 6,000/CS (FOLDED MEASURES 5 x 6.5)	CS	CASCADES 2629	78							
102	41230	NET, BEARD, SUP-R-FINE MESH, 1,000/CS., WHITE	CS	CELLU-CAP #BN300	5						Y	\$
103	42152	NET, HAIR, 24" HONEYCOMB MESH, KORONET STYLE, BLACK, 10/100/CS	CS	CELLUCAP K224HBK	2						Y	\$
104	42155	NET, HAIR, 28" HONEYCOMB MESH, KORONET STYLE, BLACK, 10/100/CS	CS	CELLUCAP K228HBK	2						Y	\$
105	39871	OVEN MITTS, TERRY CLOTH, HEAVY DUTY, 17", TEFLON, BLACK COLOR, PROTECTION U TO 450 DEGREES, FLAME RETARDANT, WATER/STAIN REPELLENT, 72 PAIR/CS	CS	ARDEN PYROTEX 2PX27BET	15						Y	\$
106	42380	PAD, SCOUR SOAP, HOTEL SIZE SOAP PADS, 12 BXS OF15/CS	CS	BRILLO PUR-SP1210	15						Y	\$

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:

Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF taxable: YES Vendor to confirm.	Tax @8. %
107	42390	PAD, SCOURING, GENERAL PURPOSE COMMERCIAL, 6 PKGS OF 10/CS	CS	ACS #SO96 (GREEN)	35						Y	\$
108	42385	PAILS, PAGODA MICRO 26 OZ., 9/50 (450/CS)	CS	#GSD-26FP-PMW	25							
109	42384	PAILS, PAGODA, MICRO, 1 PT. 16 OZ., 9/50 (450/CS)	CS	GOLDEN WEST #GWP-16FP-PMW	600							
110	42405	PAN, DISPOSABLE, ALUMINUM, 1/2 SIZE STEAM TABLE, 4" XDEEP, 100/CS	CS	HFA, INC. #2014-50	40						Y	\$
111	42420	PANS, DISPOSABLE, ALUMINUM, FULL SIZE STEAM TABLE, 2" DEEP, 50/CS	CS	HFA #4020-70	8						Y	\$
112	42430	PANS, DISPOSABLE, ALUMINUM, FULL SIZE STEAM TABLE, 4" DEEP, 50/CS	CS	HFA #2019-00	60						Y	\$
113	42240	PANS, DISPOSABLE, ALUMINUM, FULL SIZE STEAM TABLE--LIDS, 50/CS	CS	HFA #2050-45	18						Y	\$
114	42410	PANS, DISPOSABLE, ALUMINUM, HALF SIZE STEAM TABLE, 2" DEEP, 100/CS	CS	HFA #4025-40	22						Y	\$
115	42230	PANS, DISPOSABLE, ALUMINUM, HALF SIZE STEAM TABLE--LIDS, 100/CS	CS	HFA #2049-30	18						Y	\$

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

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Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF taxable: YES	Tax @8. %
116	41110	PAPER BAGS, BROWN, 5#, 4/500 BAGS/BALE, 2,000/BALE COUNT/CS.	CS	AJM KRAFT 6LB GB05NP5C	380							
117	41687	PARFAIT CUP, CLEAR SQUAT, 9 OZ., 1,000/CS.	CS	FABRI-KAL 116295	10							
118	41685	PARFAIT CUP, INSERT, PARFAIT, 16 OZ., 1,000/CS	CS	SABERT- 14003D	8							
119	41689	PARFAIT CUP, LID, CLEAR PLASTIC DOME, 1,000/CS.	CS	95 08057 FABRICAL DLKC 1220	10							
120	42680	PICKUP TISSUE, 6 x 10-3/4", 10 BXS OF 1000/CS	CS	PAPERCON PPC-BW6	18							
121	39582	PIE CUTTER, DISPOSABLE, 10", BLACK, 72/CS. (For Catering use.)	CS	SABERT- UBK72PCUT	3						Y	\$
122	42440	PLACEMATS, PAPER, 10 X 14" WHITE, 1000/CS	CS	#32052 HOFFMASTER	15						Y	\$
123	41955	PLASTIC FORK HW, SMART STOCK BLACK, 24 PACK/CS, 40 EA/PACK, 960 EA/CS	CS	JRV DIXIE BRAND SKU SSF51	75							
124	41950	PLASTIC FORKS, ALL PURPOSE, MEDIUM WEIGHT, WHITE, 1000/CS	CS	NATIONAL 406177	650							
125	41965	PLASTIC KNIFE HW, SMART STOCK BLACK, 24 PACK/CS, 40 EA/PACK, 960 EA/CS	CS	JRV DIXIE BRAND SKU SSK51	40							
126	39720	PLASTIC KNIVES, ALL PURPOSE, MEDIUM WEIGHT, WHITE, 1000/CS	CS	NATIONAL 406184	10							

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:

Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF taxable: YES Vendor to confirm.	Tax @8. %
127	41975	PLASTIC SPOON HW, SMART STOCK BLACK, 24 PACK/CS, 40 EA/PACK, 960 EA/CS	CS	JRV DIXIE BRAND SKU SSS51	50							
128	42590	PLASTIC SPOONS, ALL PURPOSE, MEDIUM WEIGHT, WHITE, TEASPOON, 1000/CS	CS	NATIONAL 406181	706							
129	42600	PLASTIC SPORKETTE PACKAGE, INCLUDES STRAW, NAPKIN AND SPORK, 1000/CS	CS	NATIONAL 01319	5,800							
130	42450	PLATES, PAPER, PLASTIC COATED 6", 1000/CS., SAGE DESIGN	CS	JAMES RIVER SXP6PATH DIXIE	45							
131	42470	PLATES, PAPER, PLASTIC COATED 9", 1000/CS., SAGE DESIGN	CS	JAMES RIVER #UX9PATH DIXIE	85							
132	42510	QUICK-RAP, GREASE RESISTANT WRAP, 12 X 12" WHITE, WAX, 5/1000/CS	CS	PAPER-CUTTERS 182117	50							
133	42190	SHAKER CUP LIDS, DOME, FOR 9, 12, & 16 oz. CUP, W/O HOLE, 1,000/CS	CS	LOLLI CUP KDL626NH	40							
134	41590	SHAKER CUP, 12 OZ., CLEAR SQUAT (98 MM) 1,000/CS	CS	LOLLI CUP KC12	20							
135	41600	SHAKER CUP, 16 OZ., CLEAR PET, 1000/CS	CS	LOLLI CUP KC16	22							
136	42550	SLEEVE COVERS, 18", 100 PR/CS	CS	USS-TYVEK #KA-2501	2						Y	\$

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:

Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	IF taxable: YES Vendor to confirm.	Tax @8. %
137	42310	SPONGES, STAINLESS STEEL, 6 DZ/CS	CS	ACS ALL SCRUBBLE 434PB	25						Y	\$
138	42620	STERNO, 2 HR. GEL, GREEN HEAT, 72 CANS/CS MSDS	CS	STERNO 20102	40						Y	\$
139	42630	STRAWS, FOR POUCH MILK, 4-3/4" WRAP PUNCTURE, 80 PK OF 150/CS (12,000/CS)	CS	GOLDMAX 18311	1							
140	42640	STRAWS, PLASTIC, 5-3/4", 24 BXS OF 500/CS, WRAPPED (SLIM)	CS	GOL-18321	5							
141	42690	TOWEL, 13 X 24, LW, 150/CS	CS	CHIX #8240	735						Y	\$
142	42700	TOWELS, PAPER, ACCLAIM ECONOMY NATURAL MULTIFOLD, SHEET SIZE 9-1/4" X 9-1/2", 250/CPK, 16/CS	CS	ANP-TOTAL PAPER 999KM40	40						Y	\$
143	42930	TRAYS, PLASTIC, 2 COMPARTMENT, 1,000/CS	CS	DETROIT FORMING #GP567	20							
144	42980	TRAYS, BREAKFAST, STYRO, 8-1/2 X 6, 500/CS	CS	CKF 2SW (WHITE)	600							
145	42820	TRAYS, CLAM SHELL, 6", STYRO, 500/CS	CS	PACTIV YTH1-0080	8							
146	42770	TRAYS, DEEP OVENABLE, 3-1/2" X 5", 500/CS (PAPER/HOT)	CS	PRESSWARE 5X6.5X1 RECT PRW-PCS5613Y	215							

SPECIFICATIONS/ITEM LIST

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR NAME: _____

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Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	If Taxable: YES	Vendor to confirm.	Tax @8. %
147	42860	TRAYS, FOAM, WHITE, 400/CS	CS	CKF #2PPW MANUF. #08 227 37 1449	1,320								
148	42780	TRAYS, OVENABLE, CLASSIC STONEWARE, 4" X 4" X 1", 1,500/CS	CS	PACTIV #PCS-4412Y	12								
149	42730	TRAYS, READY TO USE, BOTTOM MEASURES 8-1/2" x 5-1/2", 2" SIDES, 500/CS, GREEN PLAID DESIGN	CS	PNR CT-963 Caraustar/LA Paper Box	5,600								
150	42900	TRAYS, STYRO, 3 COMPARTMENT, HINGED, 200/CS (FOR WHAA, SAGES, DIST)	CS	GENPAK #SN203VW	1								
151	42990	TRAYS, STYRO, 5 COMPARTMENT, 500/CS	CS	PACTIV MBL #STH1-0500	1,750								
152	42696	WET NAPPS, MOIST TOWELETTE, 8" x 4", 1,000/CS.	CS	DMW-F2079	1						Y		\$

SPECIFICATIONS/ITEM LIST

VENDOR NAME: _____

Bid #NSB 2018/19-5, Paper Goods For Food Stuffs

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:

Bid Line	District Item #	ITEM / DESCRIPTION	UNIT	BRAND & PRODUCT CODE OR EQUAL	EST. YEARLY USAGE	Brand Name, Item # & Pack Size Bid	Vendor Item #	UNIT PRICE	EXTENDED COST	For any recycled products bid, list min. % of post-consumer materials, OR indicate "n/a."	If taxable: YES Vendor to confirm.	Tax @8. %
153		ADDITIONAL/MISC. PAPER GOOD ITEMS THAT MAY BE ADDED TO THIS BID. VENDOR SHALL INDICATE AN ACTUAL COST PLUS FIXED \$ FEE CAP/LIMIT TO BE ADDED PER CASE/UNITS INDICATED: (Ref. SUPPLEMENTAL BID CONDITIONS, 10. Additional Items)	CS	TO BE DETERMINED				\$ ____ / CASE \$ ____ / EACH \$ ____ / BOX \$ ____ / DZ \$ ____ / ROLL \$ ____ / BUNDLE \$ ____ / BALE		Estimated TOTAL % of recovered material bid= _____ % (Ref. SUPPLEMENTAL BID CONDITIONS, 12. Recycled/Local Products)		

SUBTOTAL: \$ _____ TAX \$ _____

TOTAL INCLUDING TAX: \$ _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Bidder)

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.

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 _____ [date], at _____ [city], _____ [state].

 Signature: _____

Typed or Printed Name: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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 _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known Congressional District, if known: _____				5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:				7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:				9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):				c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
11. 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.				Signature:	
				Print Name:	
				Title:	
				Telephone No: ()	
FEDERAL USE ONLY:				Date:	
				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200:

- A. The contractor certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Form AD-1047 (1/92)

Fingerprint and Criminal Background Check Certification
In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement dated _____, between the San Bernardino City Unified School District "DISTRICT" and the individual, company, or contractor named _____ "VENDOR," for provision of _____ services,

Please check all appropriate boxes, complete, and sign below:

REQUIREMENTS MET:

- ☐ A) The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

1. List below, or attach, all employee names that will provide services to the District as part of the agreement AND have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

2. List the process by which DOJ clearance was obtained (i.e., fingerprinting svcs., livescan, etc.):

3. List the date results were obtained:

4. List the name of the person who received the results:

5. List the location of records to evidence/verify the above:

**NO SERVICES ARE TO BE PROVIDED UNTIL THE REQUIRED INFORMATION IS RECEIVED,
APPROVED BY THE DISTRICT, AND A P.O. ISSUED.**

REQUEST FOR WAIVER:

- ☐ B) The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- ☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- ☐ The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]

-- Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with pupils
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel

- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature

Printed Name

Title

Date

BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:

Office use only	WAIVER REQUEST:	APPROVED--- <input type="checkbox"/>	DENIED--- <input type="checkbox"/>
	By: _____	Date _____	
	Authorized District Agent		
	WAIVER REQUEST:	APPROVED--- <input type="checkbox"/>	DENIED--- <input type="checkbox"/>
	By: _____	Date _____	
	Authorized District Agent		

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING
EVIDENCE OF INSURANCE TO
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
(Hereinafter referred to as District)

Insured _____ Date _____
(Contractor, Lessee, etc.)
Contract/Reference No. _____

A. INSURED

1. In order to reduce problems and time delays in providing evidence of insurance to the District, you are requested to give your insurance agent or broker a copy of the Insurance Requirements Sheet (attached) along with these instructions/endorsement forms for completing, executing, and submitting evidence of insurance.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
3. All questions relating to insurance should be directed to the department or person responsible for your contract, lease, permit, or other agreement as noted in B12 of this form.

B. INSURANCE AGENT OR BROKER

1. Certificates of Insurance are required by the District in those areas indicated.
2. The appropriate Endorsement Form shall be used where required. No changes in the terms or conditions of the Endorsement Forms will be permitted.
3. The coverages and limits for each type of insurance are specified on the insurance requirements sheet.
4. You shall have an authorized representative of the underwriting insurance Company sign the completed endorsement form and transmit the forms to the District. Signatures must be originals as we will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and /or to either the specific contract number, lease number, permit number or construction approval number.

6. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the requirements.
7. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
8. When additional sheets are attached, change the number of pages at the bottom of the form.
9. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
10. DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSURED INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE DISTRICT.
11. For extensions or renewals of insurance policies which have our Endorsement Form(s) attached, we will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.
12. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

NUTRITION SERVICES DEPARTMENT,
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING OFFICE
1257 NORTHPARK BOULEVARD
SAN BERNARDINO, CA 92407

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

Insured _____
(Contractor, Lessee, etc.)

Contract/Reference No. _____

The following coverages noted on the left with an "X" are required (Certificate of Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits may be accepted.

<u>Cert./End.</u>		<u>Minimum Combined Single Limits</u>
<u>X / X</u>	Workers' Compensation Insured	- Statutory
	Self Insured	- <u>\$5,000,000</u>
<u>/</u>	Employers Liability	<u>\$1,000,000</u>
()	Broad Form All States Endorsement	
()	Longshoremen's and Harbor Workers' Compensation Act Endorsement	
()	_____	
<u>X / X</u>	Comprehensive General Liability	<u>\$1,000,000</u>
()	Premises and Operations	() Explosion Hazard
()	Contractual Liability	() Collapse Hazard
()	Independent Contractors	() Underground Hazard
()	Products/Completed Operations	() Garagekeepers Legal Liab.
()	Broad Form Property Damage	() Hangar Keepers Legal Liab.
()	Personal Injury	() Owned Automobiles
()	Broad Form Liab. Endorsement	() Nonowned Automobiles
()	Fire Legal Liability	() Hired Automobiles
()	Watercraft Liability	
()	Incidental Medical Malpractice	() _____
<u>X / X</u>	Automobile Liability (if not included in General Liability coverage checked above)	<u>\$1,000,000</u>
<u>/</u>	Aviation/Airport Liability (including appropriate General Liability coverage checked above)	\$ _____
<u>/</u>	Professional Liability	\$ _____

Minimum Combined
Single Limits

<input type="checkbox"/> Extended Coverage	<input type="checkbox"/> Debris Removal
<input type="checkbox"/> Vandalism & Malicious Mischief	<input type="checkbox"/> Sprinkler Leakage
<input type="checkbox"/> Flood	<input type="checkbox"/> All Risk
<input type="checkbox"/> Earthquake \$_____	<input type="checkbox"/> Other

1 Aircraft Liability (Bodily injury and property damage) \$

<input type="checkbox"/> Protection & Indemnity	<input type="checkbox"/> Cargo
<input type="checkbox"/> Charter's Legal Liability	<input type="checkbox"/> Jones Act

1 Fire Legal Liability \$

San Bernardino City Unified School District
GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT

Named Insured and Address _____

(General Description of Agreement(s) and/or Activity(s) Insured)

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. San Bernardino City Unified School District, its departments, officers, agents and employees are insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by _____ (insured).
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the San Bernardino City Unified School District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE TO : and/or ISSUE ENDORSEMENT TO:

Nutrition Services Dept., Attn: Purchasing Office
San Bernardino City Unified School District
1257 Northpark Boulevard
San Bernardino, CA 92407

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
Type Of Coverage To Which This Endorsement Attaches	Policy Period From To	Limits of Liability

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient).

INCLUDES:

- | | |
|--|--|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Incidental Medical Malpractice |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Garagekeepers Legal Liability
(Primary) \$ _____ |
| <input type="checkbox"/> Personal Injury | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Broad Form Liab. Endorsement | <input type="checkbox"/> Nonowned Automobiles |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Hired Automobiles |
| <input type="checkbox"/> Watercraft Liability | <input checked="" type="checkbox"/> <u>Automobile Liability</u> |

EXCLUDES:

DEDUCTIBLE:

A deductible or self-insured retention (strike out one) of \$ _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (☐), PER OCCURRENCE (☐).

INSURANCE COMPANY
ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile
signature or initialed signature accepted)

Executed at _____, on _____,

Phone No.: () _____

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Nutrition Services
1257 Northpark Blvd.
San Bernardino, CA 92407
(909) 881-8000

Bid No.: _____
Date of Bid Opening: _____

"NO BID" RESPONSE FORM

IF SUBMITTING A BID FOR THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN,
PLEASE DISREGARD THIS FORM.

The NUTRITION SERVICES of the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT makes every effort to procure food products, supplies, equipment and services at the lowest prices possible, while maintaining the quality and standards required by our schools.

In an effort to achieve this goal we seek competitive price quotes from as many qualified vendors as possible. However, the preparation and mailing of bid packages is time consuming and expensive. In instances where the vendor fails to respond, the preparation and mailing of the bid package represents an unnecessary expense to the District. Feedback from the vendor is also encouraged so that any reasons for not submitting a bid may be evaluated with the intention of improving future solicitations for this commodity or service in the hopes of encouraging and expanding the field of competition.

All vendors who respond with a "No Bid" response are requested to provide the information requested below and return this form in time for the bid opening. FAILURE OF NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN THEIR BEING DROPPED FROM OUR BIDDER'S LIST FOR THE PRODUCTS AND/OR SERVICES SPECIFIED BELOW.

REASONS FOR NOT RETURNING A BID AT THIS TIME: (Attach additional page if necessary)

DO YOU WISH TO RECEIVE BIDS FOR THIS PARTICULAR PRODUCT OR SERVICE IN
THE FUTURE? ☐ Yes ☐ No

VENDOR'S INFORMATION:

NAME: _____

ADDRESS: _____

SIGNED: _____ TITLE: _____

DATE: _____ PHONE: _____ FAX: _____

E-MAIL: _____

BID TITLE: _____