



PERRIS UNION

HIGH SCHOOL DISTRICT

BID DOCUMENTS

Bid #040119

Paper Products for Nutrition Services

PERRIS UNION HIGH SCHOOL DISTRICT
BID #040119 – PAPER PRODUCTS FOR NUTRITION SERVICES
TABLE OF CONTENTS

1. Notice Inviting Bids
2. Bid Instructions & Conditions for Bidders
3. Contract Terms and General Conditions
4. Required Bidding Forms (Due at Bid Closing)
 - a. Bid Label
 - b. Bid Form
 - c. Non-Collusion Declaration
 - d. Suspension and Debarment Certification – U.S.
Department of Agriculture
 - e. Disclosure of Lobbying Activities
 - f. Bidder References Form
5. Appendix A – Delivery Schedule by Site
6. Agreement

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN Notice is hereby given that this BID is being issued cooperatively by the Riverside County School Districts listed below. Each school district acting by and through their Governing Boards request pricing for procurement and delivery of paper products. Perris Union High School District, hereinafter referred to as the "DISTRICT", will receive sealed bids for the award of a contract for the purchase of Paper Products for Nutrition Services.

School Districts participating include:

Menifee Union School District
Murrieta Valley Unified School District
Perris Elementary School District
Perris Union High School District

PLACE FOR SUBMITTING BIDS: Bids must be submitted to the District at the following location ("Place for Submitting Bids"):

Perris Union High School District Purchasing
Department, 2nd Floor Attention: Joe
Lawrence
155 E. 4th Street
Perris, CA 92570

BID DEADLINE: Bids must be received at the Place for Submitting Bids no later than **2:00 p.m.** on **April 1, 2019** ("Bid Deadline").

BID DOCUMENTS: Bidders may obtain the documents necessary to submit a bid ("Bid Documents") **via the District website at** <http://www.puhsd.org/blogs/contracting-opportunities> **or via email from Joe Lawrence at** joe.lawrence@puhsd.org.

QUESTIONS REGARDING THE BID: All questions concerning this Bid shall be submitted in writing by e-mail to the Director of Purchasing, Joe Lawrence, at joe.lawrence@puhsd.org on or before **March 25, 2019 at 4:30pm**. Please indicate the Bid title (**BID #040119 – Paper Products for Nutrition Services**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to questions will be posted on the District Website as RFIs.

SUBSTITUTION REQUESTS: All Substitution Requests shall be submitted in writing by e-mail to the Director of Purchasing, Joe Lawrence, at joe.lawrence@puhsd.org on or before **March 25, 2019 at 4:30pm**. Please indicate the Bid title (**BID #040119 – Paper Products for Nutrition Services**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to substitution requests will be posted on the District Website as RFIs.

All notices, clarifications, and addenda to this Bid shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. ***It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the District website.***

The District reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids, to waive any informality in a bid, not necessarily accept the lowest of any offered and to extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

03/11/19, 03/18/19
Press Enterprise

BID #040119 - Paper Products for Nutrition Services

BID INSTRUCTIONS & CONDITIONS FOR BIDDERS

1. PREPARATION AND SUBMISSION OF BID FORM

Perris Union High School District invites bids on the form enclosed to be submitted no later than **2:00 p.m. on April 1, 2019**. All blanks on the bid form must be appropriately completed. Each bid must be submitted in a separate sealed envelope bearing on the outside "**BID #040119 - Paper Products for Nutrition Services**". It is the sole responsibility of the bidder to ensure that the bid is received by **2:00 p.m. on April 1, 2019**. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. PLACE FOR SUBMITTING BIDS: Bids must be submitted to the District at the following location ("Place for Submitting Bids"):

Perris Union High School District
Nutrition Services Department, 2nd Floor
Attention: Audrey Mitchell, Director of Nutrition Services
155 E. 4th Street
Perris, CA 92570

3. BID OPENING

All bids shall be publicly opened at **2:00 p.m. on April 1, 2019** at the:

PERRIS UNION HIGH SCHOOL DISTRICT
Business Services Conference Room, 2nd Floor
155 East 4th Street
Perris, CA 92570

4. BID DOCUMENTS: Bidders may obtain the documents necessary to submit a bid ("Bid Documents") **via the District website at** <http://www.puhsd.org/blogs/contracting-opportunities> **or via email from Audrey Mitchell at** audrey.mitchell@puhsd.org.

5. QUESTIONS REGARDING THE BID: All questions concerning this Bid shall be submitted in writing by e-mail to the Director of Nutrition Services, Audrey Mitchell, at audrey.mitchell@puhsd.org on or before **March 25, 2019 at 4:30pm**. Please indicate the Bid title (**BID #040119 - Paper Products for Nutrition Services**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to questions will be posted on the District Website as RFIs.

All notices, clarifications, and addenda to this Bid shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. ***It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the District website.***

6. SIGNATURES

Bids must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

7. MODIFICATIONS AND CORRECTIONS

Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which is not specifically called for in the bid documents may result in rejection of bid as not being responsive to the invitation to bid. No oral or telephone bids or modifications shall be considered. The bid submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid. Bids should be verified before submission and cannot be withdrawn after their opening.

8. ACCEPTANCE

Bid on each item separately. Prices shall be stated in units specified. The Board will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. No bidder may withdraw their bid for a period of sixty (60) days after the date set for opening thereof.

9. WITHDRAWAL OF BID

Any bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.

10. TIE BIDS: Whenever bids are equal, preference shall be given to firms located within the school district and/or firms with whom the District has had satisfactory business relationships, in the order named.

11. BRANDS

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid. Each bidder shall indicate the manufacturer's name and case pack of the brand(s) being bid and shall submit all samples in accordance with the SAMPLES provision of this bid.

12. 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 facilitation a description and shall be deemed to be followed by the word "or equal" unless the bid specifically requires no substitutions. When submitting bids on brands other than those specified, the submitter must state on the bid the brand, quality, code number, or other trade designation on each item bid other than "as specified". Bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked and showing item number and page number on each sample or description before closing time of bid.

All Substitution Requests shall be submitted in writing by e-mail to the Director of Nutrition Services, Audrey Mitchell, at audrey.mitchell@puhsd.org on or before **March 25, 2019 at 4:30pm**. Please indicate the Bid title (**BID #040119 - Paper Products for Nutrition Services**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to substitution requests will be posted on the District Website as RFIs.

13. SAMPLES

The District reserves the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified or where no brand is indicated in the bid document, the following shall apply:

- A. Samples must be submitted to:

NUTRITION SERVICES, 2nd Floor
155 East 4th Street
Perris, CA 92570

Between the hours of 8:00am and 3:00pm prior to March 25, 2019, after which no samples will be accepted.

- B. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only 1 sample unit, i.e. 1 Container, not a case.
- C. All packages containing samples must be clearly labeled "**BID #040119 - Paper Products for Nutrition Services**" and each sample clearly identified as to the bid and item numbers under which it is to be considered.
- D. Samples which do not comply with these instructions shall not be considered for award.
- E. All samples become the property of the soliciting group unless otherwise agreed to between the group and the bidder.

14. QUALITY

All workmanship, materials, and articles incorporated in the items covered by this specification shall be the best available grade of their respective kinds for the purpose for which the items are to be used.

15. AUDITS AND INSPECTIONS

The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

16. DISCOUNTS

Bidder must submit lowest price for all items. Discounts will not be allowed or considered on the bid form. Bidder shall offer one firm, fixed price for each item offered on the Bid Form for all items.

17. BID NEGOTIATIONS

A bid response to any specific item of this bid with terms such as "negotiable", will negotiate", or similar, will be considered non-responsive to that specific term.

18. LEGAL REQUIREMENTS

All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.

19. METHOD OF PRICING AND COMPLETING BID

Bidder shall offer one firm, fixed price for each item offered on the Bid Form for all items.

Alternate bids will be rejected. Bidder shall not restrict quotations for any item to minimum order value or minimum order quantity. Bids stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Errors in price computation on the Quotation sheets do not relieve bidder from holding price offered. Veracity of prices or percentage figure submitted in this bid is the sole responsibility of the bidder.

Bid each item separately. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period. Prices must be firm until June 30, 2020. Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to District five cents) and must be preceded with thirty (30) calendar days written notification to the District. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

20. METHOD OF AWARD

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the bid opening date.

The bid shall be awarded as one lot to the lowest responsive and responsible bidder meeting bid terms, conditions and specifications.

The award will be computed and the low bidder determined by summing the totals to arrive at a grand total.

21. COMMUNICATION OF AWARD

The Award of Bid will be made at the District's Board of Education meeting on May 15, 2019. However, the Award of Bid shall not become binding until the Agreement has been fully executed, a signed Purchase Order has been issued, and all necessary insurance and Contract documentation has been provided to the District.

22. DELIVERY SERVICES

After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid. It is understood that the bidder agrees to deliver all items on which bids are accepted to the addresses indicated on the bid form. **All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder.** Additional, all prices offered by bidders must include on site off loading and inside delivery. Absolutely **no fuel surcharges** may be levied during the term of the contract. All items ordered during the contract period shall be delivered FOB destination to each school site location specified Appendix A – Delivery Schedule.

23. EVIDENCE OF RESPONSIBILITY

Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing the company's financial resources.

24. BID DOCUMENTS

Notice Inviting Bids, Bid Instructions & Conditions for Bidders, Contract Terms and General Conditions, Bid Label, Bid Form, Non-Collusion Declaration, Suspension and Debarment Certification – U.S. Department of Agriculture, Disclosure of Lobbying Activities, Bidder References Form, Appendix A – Delivery Schedule by Site, and Agreement. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint himself with the conditions and terms affecting the performance of the Agreement if awarded. The bidder's submission

of a bid shall be taken as prima facie evidence of compliance with this section. Bids should be verified before submission, as they cannot be withdrawn after their opening.

25. TAXES

The District will pay for state and local taxes. Do not include taxes on the Bid Form.

26. QUANTITIES

Quantities shown are estimated usage of the District for the bid period. The District reserves the right to purchase more or less of the units specified. Prices bid shall be firm and shall not increase or include shipping or any additional handling fees for sites ordering in small quantities.

27. ADDITIONS

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount not to exceed 10% of additional goods that will be allowed during the next contract renewal year.

28. MULTI-YEAR EXTENSIONS

Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 39644 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional one-year periods.

29. PRICES

All prices must remain firm through June 30, 2020. All price increase requests must be supported by written proof, found to be satisfactory to the District. Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to District five cents) and must be preceded with thirty (30) calendar days written notification to the District. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

30. PLACEMENT OF ORDERS

Orders shall be issued directly to the Contractor by participating school sites, commencing from the date of the fully executed Agreement at which point a signed Purchase Order has been issued and all necessary insurance and Contract documentation has been provided to the District.

31. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Vendor at no additional cost to the District. Failure to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default. All substitutions must have prior approval.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products shall be replaced by the bidder at no cost to the participating school district. Failure to replace said items within ten (10) calendar days from receipt of such request shall be considered sufficient cause for default.

32. BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products should be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-136 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, bidders shall provide certification of the origin of food products.

33. IRAN CLAUSE

If this contracts purchase volume will exceed \$1,000,000.00 the Distributor must complete a certification as part of the Iran Contracting Act in accordance with the Public Contract Code Sections 2202-2208. Landed costs are deemed to be the Contractor's costs net of applicable rebates, discounts, allowances and credits which are attributable to Perris Union High School District's business, including but not limited to the District's purchase volume and sales information for which, in part, the rebates, discounts, allowances and credits are based.

34. MINORITY AND WOMEN OWNED BUSINESS

The USDA encourages procurement opportunities for Women Owned and Minority owned businesses. Those that meet the Federal standards will receive an additional 10 points on the evaluation. To view requirements see: www.usda.gov Executive order 12138 and Public Law 103-355.

35. 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 (CalCode), and Riverside County Environmental Health Services.

36. DEFAULT

The District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

- A. The Vendor fails to make delivery within the time specified herein.

OR

- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such

similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement which are not terminated.

37. INDEPENDENT CONTRACTORS

While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of the District.

38. ANTIDISCRIMINATION

It is the policy of the District that in connection with all services performed for any participating school district, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

FEDERAL 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, audiotope, 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: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. 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 Ave SW, Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) E-mail: program.intake@usda.gov. This institution is an equal opportunity provider.

USDA is an equal opportunity provider.

39. LIABILITY

The bidder shall hold the District, its officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

40. BIDDER'S DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

41. BID PROTESTS

Any bidder may file a bid protest but only those bidders who have actually submitted a bid on the project shall have the right to file a Bid Protest. The protest shall be filed in writing with the District's Director of Nutrition Services not more than five (5) business days after the date of the bid opening. Untimely Bid Protests will not be reviewed by the District and will be returned to the bidder. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest, protest related questions, and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

1. Content of Bid Protest: The Bid Protest must contain a complete statement of all grounds (both factual and legal) for the Bid Protest. The Bid Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Bid Protest are waived. The party filing the Bid Protest must concurrently transmit a copy of the Bid Protest to the bidder deemed to be the apparent lowest responsible bidder.
2. Resolution or Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Bid Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the bid protest will state the reasons for the actions taken by District and will be copies to all parties involved in the protest.
3. Appeal: If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services within three (3) business days after receipt of the District's written Decision on the Bid Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Perris Union High School District
Candace Reines, Deputy Superintendent of Business Services

155 East 4th Street
Perris, CA 92570

4. **Appeal Review and Finality:** Assistant Superintendent of Business Services or their designee shall review the Decision on the Bid Protest from the Director of Nutrition Services and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business Services or the Hearing Office shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
5. **Reservation of Rights to Proceed with Project Pending Appeal:** The District reserves the right to proceed to award the bid item(s) or Project and commence with the project pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
6. **Waiver:** The procedures and time limits set forth in this Bid Protest are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to comply with any of this Bid Protest Procedure shall constitute a waiver of any right to pursue a Bid Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of claim pursuant to the California Government Code, or filing of any other legal proceedings.

End of Instructions and Conditions for Bidders

**PERRIS UNION HIGH SCHOOL DISTRICT
BID #040119 - Paper Products for Nutrition Services**

CONTRACT TERMS AND GENERAL CONDITIONS

1. TIME AND PLACE OF BID OPENING

All bids shall be publicly opened at **2:00pm on April 1, 2019** at the:

PERRIS UNION HIGH SCHOOL DISTRICT
Business Services Conference Room, 2nd Floor
155 East 4th Street
Perris, CA 92570

Bids received after that time will not be considered and will be returned to bidder unopened.

2. CONTRACT DOCUMENTS

The complete Contract will include the Notice Inviting Bids, Bid Instructions & Conditions for Bidders, Contract Terms and General Conditions, Bid Label, Bid Form, Non-Collusion Declaration, Suspension and Debarment Certification – U.S. Department of Agriculture, Disclosure of Lobbying Activities, Bidder References Form, Appendix A – Delivery Schedule by Site, the bid of the contractor and its acceptance by the District, the signed Purchase Order issued by the District, and the fully executed Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

3. ERRORS AND OMISSIONS

It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting a bid, and the bidder shall assume full liability for any errors or omissions in their bid.

4. AWARD OF CONTRACT

A successful bid must deliver the items with the required delivery schedule in order to be declared responsive to this bid. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the bid opening date.

The bid shall be awarded as one lot to the lowest responsive and responsible bidder meeting bid terms, conditions and specifications.

The award will be computed and the low bidder determined by summing the totals to arrive at a grand total.

The Award of Bid will be made at the the District's Board of Education meeting on May 15, 2019. However, the Award of Bid shall not become binding until the Agreement has been fully executed, a signed Purchase Order has been issued, and all necessary insurance and Contract documentation has been provided to the District.

5. AGREEMENT PERIOD

Minimum contract term is through June 30, 2020. The contract may be extended upon mutual consent between the District and Contractor thereafter upon Board approval renewed for an additional two (2)

one (1) year periods for a maximum of three (3) years, in accordance with Education Code Section 81644. The contract will not automatically renew. The District reserves the right to terminate the contract effective at the end of each annual period.

6. DISCONTINUATION OF SERVICE

If Contractor shall fail to deliver any product or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as seems to the Governing Board to be to the best advantage of the District.

The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder; provided satisfactory proof is furnished to the Governing Board if requested.

The District may discontinue service upon 24-hour notice for reason of unsatisfactory product or service. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

7. ADDITIONAL ITEMS

The District reserves the right to add items to the contract during the contract period. Please quote a percentage mark-up over your landed cost for all other products not listed on this bid form. Proof of your landed cost will be required from time to time on any items.

8. ORDER CONDITIONS

There shall be no minimum delivery of dollar volume or case counts.

If the desired product is absolutely not available for any reason, the District shall be notified at least one day in advance of two days in advance of the shortage and the District shall be given options of a product that is of the same or higher quality at the same unit cost. Continued shortages or substitutions will be grounds for termination of this agreement.

9. INFERIOR PRODUCT

The Contractor agrees to permit inspection of paper products by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final.

10. PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved to meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

11. DELIVERIES

Deliveries shall be made a minimum of once or twice per week to the school sites listed in the attached schedule (Appendix A – Delivery Schedule)..

All deliveries of perishable product shall be made in refrigerated trucks when appropriate and made in

accordance with the attached schedule (Appendix A – Delivery Schedule).

The District as a matter of non-responsiveness shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time to the required locations. Give careful attention to the delivery sites and requirements submitted by the District included in the the attached schedule (Appendix A – Delivery Schedule).

Please note that keys are available and that dark drops will be allowed.

The District may discontinue service upon 24-hour notice for reason of unsatisfactory service. FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.

12. DELIVERY SLIPS/INVOICES AND STATEMENTS

Delivery slips/Invoices shall be submitted in triplicate with each delivery to the participating school sites and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered as follow:

Original – signed by person receiving material and retained by Contractor

Duplicate – shall be left at each location – Nutrition Services Department Copy

Triplicate – shall be left at each location – Site Copy

Failure to enter the above information on the invoice may cause delay in payment.

Statements must be submitted on a monthly basis and be itemized by site or a separate statement per site. Either will be accepted.

13. PAYMENT

Payment will be made within 30-60 days after actual delivery of goods to the required destination as outlined in the **DELIVERIES** conditions and receipt of invoices acceptable to the District.

14. SAFETY AND SECURITY

The Contractor shall comply with all District safety regulations. Contractor's representatives driving motor vehicles on school grounds must use extreme caution at all times, not just during school hours. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District's Director of Maintenance and Operations. For Perris Union High School District the Director of Maintenance and Operations, Art Fritz, must be notified at (951) 941-7557.

15. INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Vendor's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, Vendor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. Vendor shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

16. MINIMUM INSURANCE REQUIREMENTS

Vendor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products - Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
 - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - i. Amendment of Contractual Liability
 - ii. Total Pollution Exclusion
 - iii. Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - i. Broadened Pollution Coverage Endorsement;
 - ii. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or agreement";
 - iii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers,

agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";

- iv. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
3. Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
 - a. The Workers' Compensation coverage shall include the following endorsements:
 - i. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - b. If Vendor is using a Professional Employer Organization or any other type of staffing company to lease employees, Vendor must notify and seek approval from the Risk Management Department of the District prior to the execution of this Agreement.
4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer's Liability.
 - a. The Umbrella or Excess Liability coverage shall include the following endorsements:
 - i. All endorsements required under Paragraphs I. 1., I. 2., I. 3. Above;
5. If Vendor has access to or will be receiving any personal or private information about the District or its students, personnel, students or parents or any other third party:
 - a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000.
 - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
6. Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
7. Should any required insurance policies be cancelled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.
8. All insurance policies as required in this section shall be written through insurance companies

that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.

9. Certificates of Insurance Coverage shall be filed by Vendor with the District evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Vendor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

17. PRICE ADJUSTMENTS

Should the Contractor sell these products under the same quantity, terms and conditions, at a lower price during the period of the contract, the price shall be applicable to this District. Failure to advise the District, in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract.

Any price increase requested must be justified and proven by submission of documentation. The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. The decision of the District shall be final.

Fuel and/or delivery surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.

18. PRODUCT RECALLS

The Contractor shall bear all costs incurred by the District resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the District. Payment for all costs directly related to product recall shall be made within thirty (30) days of submission of invoice by the District.

19. ADDITIONAL INFORMATION/CLARIFICATION

All questions concerning this Bid shall be submitted in writing by e-mail to the Director of Nutrition Services, Audrey Mitchell, at audrey.mitchell@puhsd.org on or before **March 25, 2019 at 4:30pm**. Please indicate the Bid title (**BID #040119 - Paper Products for Nutrition Services**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to questions will be posted on the District Website as RFIs.

All notices, clarifications, and addenda to this Bid shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. ***It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the District website.***

20. NON-COLLUSION DECLARATION

A signed Non-Collusion Declaration must be completed by the bidder and submitted as part of the bid. Bids received without a signed Non-Collusion Declaration cannot be considered.

21. DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS

Per the California Department of Education, Child Nutrition Food and Distribution Division, School

Nutrition Programs Unit, that attached forms (Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying) **must be completed and submitted with this bid. Bids received without these completed forms/certifications will not be considered.**

22. PIGGYBACK/OTHER DISTRICTS

In accordance with Public Contracts Code, Section 20118, price, terms and conditions in this Bid upon mutual agreement of the successful bidder(s) may be extended to other schools districts in the counties of Riverside. Any school district and the awarded bidder(s) engaged in the execution of orders under this Bid, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Perris Union High School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Bid.

End of Contract Terms and Conditions

**PERRIS UNION HIGH SCHOOL DISTRICT
BID #040119 - Paper Products for Nutrition Services
BID LABEL**

**Perris Union High School District
Nutrition Services Department, 2nd Floor
Attn: Audrey Mitchell, Director of Nutrition Services
155 East 4th St, 2nd Floor
Perris, CA 92570**

RE: BID #040119 - Paper Products for Nutrition Services

The undersigned doing business under the full and complete legal firm name as set forth below having examined the Notice to Bidders, Bid Instructions & Conditions For Bidders, and Contract Terms & Conditions, the Specifications, the Agreement, and all other documents forming a part of the "Contract Documents" for the above referenced proposal, hereby proposes to perform the Agreement including all of the Contract Documents and to furnish all products called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire Contract Documents are submitted, together with this Bid Form.

Name of Company

Legal Status

(i.e., sole proprietor, partnership,
corporation)

Tax ID Number

(Sole Proprietor Only)

Address:

Authorized Representative:

Signature

Name (Print or Type)

Title

Date

Telephone

Email

BID PROPOSAL

(Do not leave any information blank)

District: Perris Union High School District

Project: *Bid #040119 – Paper Products for Nutrition Services*

Bidding Contractor ("Bidder"): _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- A. I am a duly-authorized representative of the Bidder and, in that capacity, I have reviewed the information set forth in this Bid Proposal and have executed and submitted this Bid Proposal on behalf of the Bidder.
- B. The Bidder is duly licensed as a contractor by the Contractors' State License Board of the State of California ("CSLB"), such license(s) is(are) in full force and effect as of the date the Bidder has submitted this bid to the District, and the classification(s) of such license(s) is(are) appropriate to allow the Bidder to perform all of the Work in accordance with California law. The classification(s) and number(s) of the license(s) issued to the Bidder by the CSLB is(are):

Class: _____; License #: _____

Class: _____; License #: _____

Class: _____; License #: _____

Class: _____; License #: _____

- C. The Bidder has become familiar with the Contract Documents as certified in the Certification Regarding Contract Documents submitted concurrently herewith, and hereby represents and warrants that it is sufficiently experienced and qualified, and that it has sufficient financial and other resources, to perform and complete the Work in strict accordance with the Contract Documents.
- D. **Bid Amount:** The Bidder hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for completion of the Base Work (as described in the Description of Work) in strict conformity with the Bid Documents, in exchange for payment from the District of the following all-inclusive amount ("Bid Amount"):

_____ Dollars (\$ _____)

- F. The Bidder acknowledges that it received, and that it fully considered when completing this Bid Proposal and determining the foregoing Bid Amount, each of the following Addenda to the Bid Documents (check all that apply):

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 4
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 6	<input type="checkbox"/> Addendum No. 7	<input type="checkbox"/> Addendum No. 8

- G. The Bidder acknowledges that the Bid Amount shall constitute all-inclusive compensation in exchange for full and satisfactory completion of all of the Work, including, without limitation,

compensation for any and all sales taxes, supervision, general conditions, fees, field-office and home-office overhead, and profit.

- H. The Bidder represents and warrants that it was responsible for preparing this bid and that it has carefully checked and confirmed the Bid Amount and all other information set forth in this Bid Proposal. The Bidder acknowledges and agrees that the District may rely on such information and in no event shall the Governing Board or the District be responsible for any errors or omissions in this bid. The Bidder is aware and acknowledges that the Governing Board has the right to waive any minor irregularity in this bid, any other bid, or all bids for the Project.
- I. The Bidder has completed, executed, and submitted with this Bid Proposal all of the mandatory Required Bid Forms. The Bidder acknowledges that the District shall deem this bid to be non-responsive if the Bidder fails to complete, execute, and submit to the District, concurrently with this Bid Proposal, any of the mandatory Required Bid Forms.
- J. If awarded the Contract, the Bidder shall execute the Contract by causing its duly-authorized representative to sign, and thereby bind the Bidder to, the Contract. The Bidder acknowledges that its bid security submitted concurrently herewith was given to guarantee that, if awarded the Contract, then, within 7 calendar days of receipt of the Notice of Award, the Bidder shall complete as applicable, execute, and submit to the District: (i) the Construction Services Agreement, Payment Bond, Performance Bond, and all other Required Contract Forms; and (ii) all Certificates of Insurance and endorsements required by the Contract Documents. The Bidder further acknowledges that it shall forfeit the whole amount of its bid security in the event Bidder fails to complete as applicable, execute, and submit any such documents to the District within 7 calendar days following receipt by the Bidder of the Notice of Award.
- K. The Bidder is, and if awarded the Contract, then at all times during the performance of Work shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") relating to its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all claims, actions, other proceedings, penalties, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever that arise out of the Bidder's failure to strictly comply with the IRCA.
- L. The contact information set forth below is the current address and telephone number for the Bidder. The Bidder acknowledges that, if the District attempts to contact the Bidder for any purpose relating to this bid (including, without limitation, to request additional information or to provide a Notice of Award), but the District is unable to reach the Bidder because information set forth below is not correct, then the District may reject this bid and, in such event, the District shall have no liability to the Bidder whatsoever.

Bidder Street Address:

Telephone Number:

M. The Bidder is organized as a (check only one):

- ☐ Corporation ☐ Limited Liability Company ☐ General Partnership
☐ Sole Proprietorship ☐ Other (describe): _____

N. The Bidder is organized pursuant to the laws of the state of: _____

O. The Bidder acknowledges and agrees that, unless it withdraws this bid prior to the Bid Deadline and in accordance with the Instructions for Bidders, the Bidder may not withdraw this bid for a period of sixty days after the Bid Deadline.

Representative Name:

Representative Title:

Representative Signature:

Date Signed:

FINAL Paper BID RFP

NUTRITION SERVICES BID ITEMS					
CATEGORY	DESCRIPTION	QUANTITY PER CASE	CASE QUANTITY REQUESTED FOR BID	BID PRICE PER CASE	BID PRICE PER CASE
BAG-BUN PAN COVERS	52"x80" BUN RACK COVER	50	85		
BAG-FOIL-HOTDOG-SANDWICH	PLAIN FOIL HOTDOG BAG	1000	80		
BAG-FOIL-HOTDOG-SANDWICH	PRINTED FOIL CHEESEBURGER BAG	1000	50		
BAG-FOIL-HOTDOG-SANDWICH	PLAIN FOIL SANDWICH BAG	1000	90		
BAG-POLY-SANDWICH-DELI	5.5x5.5 COOKIE BAG	2000	28		
BAG-POLY-SANDWICH-DELI	6.5x7 FLIP TOP SADDLE PACK	2000	306		
BAG-POLY-SANDWICH-DELI	10x12 1 GALLON ZIP LOCK BAG	250	20		
BAKERY-PAN LINER	16-3/8x24-3/8 #GPQ PAN LINER	1000	585		
CLEAN-BLEACH/AMM/VIN	CLASSIC HOUSEHOLD BLEACH - 1 gal.	6	17		
CLEAN-BLEACH/AMM/VIN	WHITE VINEGAR (50gr) - 1 gal.	4	5		
CLEAN-DISH DETERGENT	PINK DISHBRITE - 1 gal.	4	31		
CLEAN-SCOURING POWDER	COMET CLEANSER POWDER - 20 oz.	24	20		
CLEAN-SPONGE/PAD	H/D STAINLESS STEEL SCRUBBER	72	33		
CLEAN-SPONGE/PAD	THIN GREEN SCOURING PAD	60	71		
CLEAN-SPONGE/PAD	3.5x5 POT & PAN PAD	20	10		
CUP-PLAS-HARD-PARF	PARFAIT CUP INSERT - 4 oz.	1000	60		
CUP-PLAS-PORTION-LLC/PCA	TRANS PP PLASTIC PORTION CUP - 5.5 oz.	2500	10		
CUP-PLAS-PORTION-LLC/PCA	BLACK PP PORTION CUP - 5.5 oz.	2500	60		
CUP-PLAS-PORTION-LLC/PCA	CLEAR LID FOR 3.25-5.5 oz.	2500	70		
CUP-PLAS-PORTION-SOL	P400-PLASTIC PORTION - 4 oz.	2500	12		
CUP-PLAS-VIGOUR	FLAT LID/STRAW SLOT (98mm) FOR 12-24 oz.	1000	60		
CUP-PLAS-VIGOUR	CLEAR SQUAT CUP - 20 oz.	1000	60		
CUTLERY-SCHOOL PACK	H/W SCHOOL LUNCH KIT	1000	650		
CUTLERY-SCHOOL PACK	MY PLATE SPIKE STRAW KIT	1000	1440		
DISPENSER-MISC	WHITE WIRE SADDLE BAG RACK	1	11		
DISPENSER-TAPE	METAL 3/8" TAPE DISPENSER W/ BLADE	10	8		
FOODWRAP-CUSH FOIL	10-1/2x14 RED DESIGN CUSHION FOIL	2000	105		
FOODWRAP-CUSH FOIL	10-1/2x14 BLUE DESIGN CUSHION FOIL	2000	15		
FOODWRAP-CUSH FOIL	10-1/2x14 GREEN DESIGN CUSHION FOIL	2000	43		
FOODWRAP-CUSH FOIL	10-1/2x14 HAMBURGER DESIGN CUSHION FOIL	2000	15		
FOODWRAP-CUSH FOIL	10-1/2x14 CHEESEBURGER DESIGN CUSHION FOIL	2000	93		
FOODWRAP-CUSH FOIL	10-1/2x14 CHICKEN DESIGN CUSHION FOIL	2000	23		
FOODWRAP-CUSH FOIL	10.5x14 MEXIWRAP FOIL	2500	90		
FOODWRAP-FOIL RL	18x500 HEAVY MEDALLION FOIL RL	1	120		
FOODWRAP-FOIL SH	9x10.75 JIF FOIL SHEETS	3000	20		
FOODWRAP-PVC FILM-RL	NATURES BEST 18x2000 CLING FILM	1	65		
FOODWRAP-PVC FILM-SH	14x14 PVC SHEETS	1	5		
GLOVES-DISHWASH	LARGE RUBBER GLOVE YELLOW	144	10		
GLOVES-DISHWASH	MEDIUM YELLOW RUBBER HOUSEHOLD GLOVE	144	10		
GLOVES-DISHWASH	LARGE YELLOW RUBBER HOUSEHOLD GLOVE	144	10		
GLOVES-OVEN MITTS	17" H/D TERRY OVEN MITT	36	50		
GLOVES-POLY	LARGE PLASTIC DISP GLOVE	1000	30		
GLOVES-POLY	MEDIUM PLASTIC DISP GLOVE	1000	40		
GLOVES-VINYL	X-LARGE VINYL P/F GLOVE	1000	35		
GLOVES-VINYL	LARGE VINYL P/F GLOVE	1000	150		
GLOVES-VINYL	MEDIUM VINYL P/F GLOVE	1000	165		
HATS-HAT/HAIR/SHOE	22" BLACK NYLON HAIRNET	1440	100		
LID-COLD-LLC	FLAT LID NO SLOT FOR 12-24 oz.	1000	81		
LID-COLD-SOL	NO SLOT LID (TP9D/TP10D)	1000	70		
LID-COLD-SOL	NO STRAW SLOT LID	1000	40		
LID-PORTION-SOL	CLEAR LID FOR 3.25-5.5 oz.	2500	8		
NAPKIN-MOR/EASY/XPR	KRAFT XPRESSNAP NAPKIN	6000	15		
SUNDRY-ICE/CADDY	16.5"x34" ICE BLANKET ROLL	1	8		
SUNDRY-STRIP/THERM	QUAT TEST STRIP 0-500ppm 15' ROLLS	120	15		
TAPE-DUCT/BAG SEAL	3/8"x180yd RED TAPE	96	45		
TOWEL-WIPER-FOOD	13x24 TOUGH-WIP BLUE/WHITE	150	30		
TOWEL-WIPER-FOOD	13.5x24 BLUE CHIX TOWE	150	120		
TRAY-CARRYOUT-CHIP	RED PLAID CARRY TRAY	500	3425		
TRAY-CARRYOUT-CHIP	MY PLATE CARRY TRAY	500	1100		
TRAY-SCHOOL	5comp WHITE FOAM TRAY	500	5150		
BOTTLEBOX-HINGED CONTAINER	6X8 TANGERINE BOTTLE BOX HINGED CONTAINER	250	20		
BOTTLEBOX-HINGED CONTAINER	6X8 LIMEGREEN BOTTLE BOX HINGED CONTAINER	250	35		
NAPKIN-SANITARY	ALCOHOL PROBE WIPES (1x2.25) 1M/CS DMW-F2449PKT	1000	76		
MICRO PAIL	DRAGON MICRO PAIL	450	50		
MICRO PAIL	WHITE PINT MICRO PAIL	500	255		
BAG-PAPER-SANDWICH-DELI	SANDWICH 4.5x4.5 CLB-6SB	2000	25		
CLEAN-SCOURING POWDER	BAR KEEPERS FRIEND BAR-71618	12	10		
CONTAINER-PIZZA	WHITE TRIANGULAR PIZZA CLAMSHELL DOP-D168CLMW	400	90		

FINAL Paper BID RFP

BAG-BUN PAN COVERS	BUN PAN COVER BAG 27X37 ELK-BOR2737HD	200	20		
HINGE-FOAM CONTAINER	6" FOAM HINGED CONTAINER GPK-SN225	500	60		
HINGE-FOAM CONTAINER GPK-21900	LARGE HOAGIE FOAM CONTAINER 9 1/2" x 5 1/4" x 3 1/2"	200	14		
HINGE-FOAM CONTAINER GPK-21600	MEDIUM HOAGIE FOAM CONTAINER 8 7/16" x 4 3/16" x 3 1/16"	500	50		
CONTAINER	VERSA-TAINER RECTANGLE 16 OZ NEW-NC8168B	150	30		
CONTAINER-CLEAR	8" HOAGIE CONT-HINGED	250	45		
LID-PORTION-DLK	CLEAR HARMONY PORTION 2oz LID	2500	16		
CUP-PLASTIC	CLEAR PARFAIT CUP 12oz FAB-116283	1000	12		
CUP-MUNCHIE	2.5oz MUNCHIE CUP SOL-GF24	1000	100		
CUP-PORTION	2oz CLEAR HARMONY PORTION CUP	2500	15		
CLEAN-DEGREASER	HEAVY DUTY DEGREASER	4	20		
TRAY -FOOD	KRAFTBACK FOOD TRAY #2 GWP-KB200	1000	60		
CLEAN-PAD	SOS HOTEL SOAP PAD CLO-88320	180	15		
TRAY-FOOD	PACTIV #2S SUPERMARKET TRAY WHITE PAC-51P102S	500	350		
BAG	ELKAY CLEAR LINE SINGLE TRACK SEAL TOP 4X6	1000	25		
BAG	ELKAY CLEAR LINE SINGLE TRACK SEAL TOP 8X10	1000	10		
BAG	ELKAY CLEAR LINE SINGLE TRACK SEAL TOP 12X15	500	15		
BAG-PAPER	SCHOOL LUNCH BAG-200	1000	5		
CONTAINER-PAPER	12 oz KARAT WHITE PAPER FOOD CONTAINER LLC-KDP12W	1000	8		
CONTAINER-LID-PAPER	LID FOR KARAT WHITE PAPER FOOD CONTAINER C-KDL100-PP	1000	4		
CLEAN-GRILL	FOAM OVEN & GRILL CLEANER	12	2		
CUTLERY-FORK	BLACK FORK WRAPPED GOL-25701	1000	4		
CUTLERY-FORK	WHITE MEDIUM FORK NTR-3640	1000	1		
CUTLERY-SCHOOL PACK	SPIKE STRAW KIT NTR-3608PA	1000	1000		
CONTAINER-SANDWICH	CLEAR SANDWICH CONTAINER WEDGE ANC-4511019	250	6		
BAG-FOIL-HOTDOG-SANDWICH	PRTD FOIL HAMBURGER BAG 1M/CS	1000	5		
BAG-FOIL-HOTDOG-SANDWICH	PRINTED FOIL CHICKEN BAG 1M/CS	1000	75		
BAG-GROCERY-BROWN	G806NP5C - #6 BROWN GROCERY BAG 500	500	25		
BAG-PAN LINERS	6" DEEP PANSAVER-FULL PAN 50	50	245		
BAG-PAN LINERS	4" -6" HALF PAN-MED DEEP PANSAVER/PANLINER 100/CS	100	20		
BAG-PAPER-SANDWICH-DELI	#8 SANDWICH BAG 5x4.5 WHITE 2M/CS	2000	40		
BAG-PAPER-SANDWICH-DELI	#14 SANDWICH BAG 6x6.5 WHITE 2M/CS	2000	10		
BAG-PAPER-SANDWICH-DELI	#18 SANDWICH BAG 6 x 0.75 x 6.5 WHITE 2M	2000	5		
BAG-PAPER-SANDWICH-DELI	#9HP HOT DOG BAG 3x1.75x9 WHITE 2M/CS	2000	15		
BAG-POLY-STORAGE-UTILITY	12x18 UTILITY FOOD BAG 1M/CS	1000	10		
BAG-POLY-STORAGE-UTILITY	18x24 UTILITY BAG W/TIES .6 mil 250/CS	250	40		
BAG-TAKE OUT/POLY HANDLE	11x10 PLAIN GRAB & GO BAG 500/CS	500	30		
BOWL-FOAM-DRT	6oz FOAM BOWL 1M/CS	1000	5		
BOWL-FOAM-DRT	8oz FOAM BOWL 1M/CS	1000	15		
BOWL-MICRO	8oz - 4.75" BLACK MICRO BOWL 500/CS	500	5		
CLEAN-ALL PURP-DEGREASER	SPIC & SPAN RTUDISINFECT BATHRM CLNR 8/32oz	8	25		
CUP-FOAM-WHT	24oz TALL FOAM CUP 20/25	500	45		
CUP-PAPER-PORTION	2oz PAPER PORTION CUP 5M/CS	5000	5		
CUP-PLAS-CLR-SOL/FAB	10oz CLEAR SOFT CUP 1M	1000	45		
CUP-PLAS-LLC	16oz CLEAR PET CUP 1M/CS	1000	90		
CUP-PLAS-PORTION-DLINK	2oz CLEAR PP HARMONY PORTION CUP 2500/CS	2500	50		
CUP-PLAS-PORTION-DLINK	4oz CLEAR PP HARMONY PORTION CUP 2500/CS	2500	15		
CUP-PLAS-PORTION-DLINK	5.5oz CLEAR PP HARMONY PORTION CUP 2500/CS	2500	15		
CUP-PLAS-PORTION-DLINK	2oz CLEAR HARMONY PORTION LID 2500/CS	2500	50		
CUP-PLAS-PORTION-DLINK	3.25/4/5.5oz HARMONY PORTION LID 2500/CS	2500	25		
CUSTOM-FRESH EXPRESS	NESTED TRAY FRESH EXPRESS 500	500	90		
CUTLERY-M/W-POLYPRO	MED WEIGHT FORK (PP) 10/100	1000	260		
CUTLERY-M/W-POLYPRO	MED WEIGHT SPOON MWPTS-102 10/100	1000	125		
CUTLERY-SCHOOL PACK	#6008 M/W ILUNCH KIT W/ SPIKE STRAW 1M/CS	1000	1150		
FOODWRAP-COLOR	12x12 BLACK CHECK WRAP 5/1M	5000	25		
FOODWRAP-CUSH FOIL	14x16 CUSHION FOIL 2/500	1000	25		
FOODWRAP-FOIL ROLLS	18x1000 HEAVY MEDALLION FOIL	1	25		
FOODWRAP-WAX-PAPER	12x12 YELLOW GREASE RESIST 5/1M	5000	10		
GLOVES-NITRILE	22ml SML NITRILE GLOVE 18" PR		15		
GLOVES-NITRILE	22ml MED NITRILE GLOVE 18" PR		100		
GLOVES-NITRILE	22ml LRG NITRILE GLOVE 18" PR SIZE 9		40		
GLOVES-POLY	SMALL PLASTIC DISP GLOVE 10/1M	10000	250		
HINGE-PLAS-DRT/GPK	3comp CLEARSEAL MEDIUM HINGED 2/125	250	350		
HINGE-PLAS-DRT/GPK	16oz CLEAR HINGED FLAT LID CONTAINER 200/CS	200	75		
HINGE-PLAS-PCA/PAR	CLEAR 7.5" SMALL HOAGIE 250/CS	250	10		
HINGE-PLAS-PCA/PRP	5" CLEAR HINGED CONTAINER 375/CS	375	45		
HINGE-PLAS-PCA/PRP	8x8x3 3 COMP CLEAR HINGE SMART LOCK 2/100	200	30		
LID-COLD-LLC	STRAW SLOT LID FOR 12-24 98MM 1M/CS	1000	10		
LID-DRT	TRANSLUCENT STRAW SLOT LID 10/100	1000	25		
NAPKIN-HYNAP	HYNAP TALLFOLD NAPKIN 10M/CS	10000	5		
NAPKIN-HYNAP	HARMONY SOFT TALL HYNAP 10M/CS	10000	25		

FINAL Paper BID RFP

PAN-LOAF/MUFFIN	15oz 1lb LOAF PAN 200/CS	200	5		
PAN-STEAM TABLE	343oz FULL SZ DEEP STEAM TABLE 50/CS	50	5		
PAN-STEAM TABLE	96oz 1/3sz STEAM TABLE 200/CS	200	5		
PAN-STEAM TABLE	128oz 1/2sz STEAM PAN DEEP 100/CS	100	5		
PLATE-PLAS-DRT/CHI	9" BLACK PLASTIC PLATE 4/125/CS	500	5		
PLATE-PLAS-MBL/GPK	6" BLACK MEADOWWARE IMPACT PLASTIC PLATE 1M	1000	5		
PLATE-PULP/BAGASSE	10" 3comp ROUND BAGASSE PLATE 500/CS	500	250		
PRESSWARE	PRESSWARE 4.5x4.5x1-3/8 1M/CS	1000	135		
STRAW-5.75" WRAP	5-1/4" WRAPPED SPIKE STRAW 12M/CS	12000	10		
STRAW-7.75" WRAP	7.75" TRANS GIANT WRAPPED 10/300	3000	10		
TAPE-DUCT/BAG SEAL	3/8"x180yd GREEN BAG SEALING TAPE 96/CS	96	90		
TOWEL-WIPER-FOOD	13x24 CHIX TOWEL L/W 150/CS	150	360		
TRAY-FOOD	1/4# FOOD TRAY RED PLAID 4/250	1000	35		
TRAY-FOOD	1# FOOD TRAY RED PLAID 4/250	1000	20		
TRAY-FOOD	2# FOOD TRAY RED PLAID 4/250	1000	250		
TRAY-FOOD	3# FOOD TRAY RED PLAID 2/250	1000	250		
Cup-Plas-Clear-Regal	16 oz Clear Parfait Cup	1000	65		
TRAY-SCHOOL	#4p White Tray	400	900		
HINGER CONTAINER- FOAM	3 Comp -White happy face Shallow Container	200	180		
PANSAVER	6 inch deep pansaver - full pan	50	75		
PIZZA BOX	16 inch stock print pizza box	50	10		
HINGE EARTHLINE	6X6 LIMEGREEN HINGED 250/CS	250	170		
HINGE EARTHLINE	6X6 TANGERINE HINGED 250/CS	250	70		
HINGE EARTHLINE	8X8 LIME GREEN BOTTLE BOX 200/CS	200	45		
HINGE EARTHLINE	8X8 TANGERINE BOTTLE BOX 200/CS	200	45		
BAG-TAKEOUT PLY/HANDLE	11X10 PLAIN GRAB AND GO BAG 500/CS	500	10		
CONT-FLEX-SOL/LLC	16oz COMBO/PAPER LID WHITE 250	250	45		
CUP PLASTIC- TRANS/SOFT	12oz TRANSLUCENT CUP 1/M	1000	50		
CONT-FLEX-SOL/LLC	4oz WHITE FOOD CONTAINER 1/m 20/50	1000	30		
CONT-FLEX-SOL/LLC	FLAT PP LID FOR 4oz CONTAINER 20/50	1000	30		
HINGE - PLASTIC	4oz CLEAR HINGED FLAT LID CONTAINER 400/CS	400	150		
BAG- SANDWICH	HOT -N -DELICIOUS PIZZA BAG 2/M	2000	30		
PLATE- PAPER UNCOATED	9" WHITE PAPER PICNIC PLATE 12/100	1200	50		
CUP-FOAM-WHT	8oz FOAM CUP 1M/CS	1000	12		
LID- HOT	8-12oz WHITE SIP-THRU LID 1M/CS	1000	12		
CONTAINER- CLEAR	7" HOAGIE CONT-HINGED	250	25		
				GRAND TOTAL	

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

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

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

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).

Bidder Name (Person, Firm, Corp)

Authorized Representative Signature

Address

Representative's Name

City, State, Zip

Representative's Title

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

PERRIS UNION HIGH SCHOOL
DISTRICT
Name of School Food Authority

67200
Vendor Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title Signature

Date

NOTICE: DISTRICT NUTRITIONAL SERVICES
DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: Contract ¹ Grant ¹ Cooperative Agreement ¹ Loan ¹ Loan Guarantee ¹ Loan Insurance		2. Status of Federal Action: Bid/offer/application ¹ Initial award ¹ Post ¹ -award	Report Type: Initial filing ¹ Material change ¹ FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee 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 Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)			
11. Amount of Payment (check all that apply): \$ _____ actual planned		12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): Cash ¹ In ¹ -kind; specify: _____ Nature ¹ _____ Value ¹			
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			
15. Continuation Sheet(s) SF-LLL-A attached: Yes No			
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____	
Federal Use Only:		Authorized for local reproduction Standard Form - LLL	

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," 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 (No. 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 No. 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

CERTIFICATION REGARDING BIDDER REFERENCES

District: Perris Union High School District

Project: *Bid #040119 – Paper Products for Nutrition Services*

Bidding Contractor ("Bidder"): _____

The undersigned hereby certifies, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) I am a duly-authorized representative of the Bidder and, in that capacity, I have executed this certification on behalf of the Bidder.
- (ii) The Bidder is aware and hereby acknowledges that the District may investigate and determine whether the Bidder is a "responsible" bidder, based on such information as may be available for such purposes, including, without limitation, the bidder references set forth on the attachment sheet to this certification, information provided by other school districts and public agencies for which the Bidder has performed any public works, information provided by regulatory agencies, credit reports, financial statements, and public records.
- (iii) In the last five years, the Bidder (acting as a prime contractor) has entered into the following number of contracts to perform construction services on public-projects undertaken by California public school districts (*enter number*): _____
- (iv) In the last five years, the Bidder (acting as a subcontractor) has entered into the following number of contracts to perform construction services on public-projects undertaken by California public school districts (*enter number*): _____
- (v) The reference information for the Bidder's five most recent contracts for public-projects undertaken by California public school districts in the last five years is specified on the attachment sheet to this certification, and such information is complete, true and correct.
- (vi) The Bidder acknowledges and agrees that, in connection with determining whether the Bidder is a responsible bidder, the District may seek additional information from the Bidder and/or may seek clarification of any information provided by the Bidder, and, upon request, the Bidder shall promptly provide such information and/or clarification to the District.

Representative Name: _____
Representative Title: _____
Representative Signature: _____
Date Signed: _____

Note: This certification page must be accompanied by the reference information on the following attachment sheet.

CERTIFICATION REGARDING BIDDER REFERENCES -- ATTACHMENT SHEET

District: Perris Union High School District

Project: *Bid #040119 – Paper Products for Nutrition Services*

Bidding Contractor: _____

1. School District: _____
Contact Person: _____ Phone Number: _____
Project Name: _____ Contract Date: _____
Bidder Status (check one): ~ Prime Contractor ~ Subcontractor Contract Amount: _____
Type/Scope of Work: _____

2. School District: _____
Contact Person: _____ Phone Number: _____
Project Name: _____ Contract Date: _____
Bidder Status (check one): ~ Prime Contractor ~ Subcontractor Contract Amount: _____
Type/Scope of Work: _____

3. School District: _____
Contact Person: _____ Phone Number: _____
Project Name: _____ Contract Date: _____
Bidder Status (check one): ~ Prime Contractor ~ Subcontractor Contract Amount: _____
Type/Scope of Work: _____

4. School District: _____
Contact Person: _____ Phone Number: _____
Project Name: _____ Contract Date: _____
Bidder Status (check one): ~ Prime Contractor ~ Subcontractor Contract Amount: _____
Type/Scope of Work: _____

5. School District: _____
Contact Person: _____ Phone Number: _____
Project Name: _____ Contract Date: _____
Bidder Status (check one): ~ Prime Contractor ~ Subcontractor Contract Amount: _____
Type/Scope of Work: _____

APPENDIX - A

**DISTRICT DELIVERY SCHEDULE BY
DISTRICT AND SITE**

MENIFEE UNION SCHOOL DISTRICT

SITE	ADDRESS	DAY	TIME
Menifee NS Warehouse	26301 Garbani Rd., Menifee CA 92584	MONDAY OR TUESDAY	Standard Times: 6:30 a.m. - 1:30 p.m.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

SITE	ADDRESS	DAY	TIME
Cole Canyon Elementary	23750 Via Alisol, Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 1:30 p.m.
Murrieta Valley HS	42200 Nighthawk Way, Murrieta CA 92562	FRIDAY	Standard Times: 5:45 a.m.- 2:15 p.m.
Thompson Middle School	24040 Hayes Ave, Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Murrieta Elementary	24725 Adams Ave, Murrieta CA 92562	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.
E. Hale Curran Elementary	40855 Chaco Canyon Rd., Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 1:30 p.m.
Shivela Middle School	24515 Lincoln Ave., Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Avaxat Elementary	24300 Las Brisas Rd., Murrieta CA 92562	FRIDAY	Standard Times: 6:30 a.m.- 2:00 p.m.
Tovashal Elementary	23801 St. Raphael, Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 1:30 p.m.
Antelope Hills Elementary	36105 Murrieta Oaks Ave., Murrieta CA 92562	FRIDAY	Standard Times: 7:15 a.m.- 1:45 p.m.
Vista Murrieta HS	28251 Clinton Keith Rd., Murrieta CA 92563	FRIDAY	Standard Times: 5:30 a.m.- 2:00 p.m.
Rail Ranch Elementary	25030 Via Santee, Murrieta CA 92563	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.
Alta Murrieta Elementary	39475 Whitewood Rd., Murrieta CA 92563	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.
Buchanan Elementary	40125 Torrey Pines, Murrieta CA 92563	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.
Warm Springs	39245 Calle de Fortuna, Murrieta CA 92563	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Monte Vista	37420 Via Mira Mosa, Murrieta CA 92563	FRIDAY	Standard Times: 7:30 a.m.- 2:45 p.m.

Lisa J. Mails	35185 Briggs Rd., Murrieta CA 92563	FRIDAY	Standard Times: 7:15 a.m.- 1:45 p.m.
Dorothy McElhinney MS	35125 Briggs Rd., Murrieta CA 92563	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Murrieta Mesa HS	24801 Monroe Ave., Murrieta CA 92562	FRIDAY	Standard Times: 6:00 a.m.- 2:30 p.m.

PERRIS ELEMENTARY SCHOOL DISTRICT

SITE	ADDRESS	DAY	TIME
Clearwater Elementary	1640 Murrieta Rd, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Enchanted Hills Elementary	1357 Mt. Baldyy St, Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Good Hope Elementary	24050 Theda St, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Innovative Horizons Charter School	1461 North A St., Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Palms Elementary	255 East Jarvis St, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Perris Elementary	500 South A St., Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Railway School of Math, Science and Technology	555 Alpine Drive, Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Sky View Elementary	625 Mildred St, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm

PERRIS UNION HIGH SCHOOL DISTRICT

SITE	ADDRESS	DAY	TIME
Perris High School (PHS)	175 E. Nuevo Rd. Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
Paloma Valley High School (PVHS)	31375 Bradley Rd. Menifee, CA 92584	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
Heritage High School (HHS)	26001 Briggs Rd. Romoland, CA 92585	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
Pinacate Middle School (PMS)	1990 South A Street Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
California Military Academy (CMI)	755 North A Street Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR BID #040119 - PAPER PRODUCTS FOR NUTRITION SERVICES

THIS AGREEMENT, made and entered into this Date day of Month, Year, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and Enter Contractor's Name hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Contractor to provide Snacks and Beverages to the school sites within the District for the Nutrition Services department as a result of the Award of Bid for Bid #040119 - Paper Products for Nutrition Services.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Contractor upon the terms and conditions set forth, and the Contractor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The initial term of this Agreement shall be from July 1, 2019 to June 30, 2020.
 - 1.1 The contract may be renewed annually upon mutual consent expressed in writing by the District and Consultant for up to two (2) additional one (1) year terms in accordance with Education Code 17596, 39644 and 81644.
 - 1.2 The agreement will not automatically renew.
 - 1.3 Written notice of consultant's intent to renew a subsequent term and its related contract shall be delivered to the Director no later than May 1 of the current contract year. For example, contracts for the second term (2020-21 school year) must be delivered by May 1, 2020.
2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement;
 - 2.1 All District Bid Documents and Forms for Bid #040119 - Paper Products for Nutrition Services (attached as Exhibit B)
 - 2.2 Enter Contractor Name's Response for Bid #040119 - Paper Products for Nutrition Services (attached as Exhibit C)
3. **SCOPE OF WORK:** As directed by the District, the Contractor agrees to the following:

Contractor shall provide all goods, materials and services as prescribed and required by the General Conditions, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents provided by the District forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement ("Contract Documents"), all of which are incorporated by reference as though set forth in full herein.

4. **DISTRICT DESIGNEE:** Contractor shall provide its Services and Products to Audrey Mitchell, Director of Nutrition Services, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Contractor agrees and understands that travel is required, at Contractor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Contractor shall not invoice the District for delivery/travel-related costs to a District location.

The Contractor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS**: Contractor shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Contractor's own resources and billings.
7. **INDEPENDENT CONTRACTOR**: It is expressly understood and agreed to by both parties hereto that the Contractor, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Contractor shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Contractor retains the right to provide similar or different Services or Products for others during the term of this Agreement. Contractor shall pay all wages, salaries, benefits and other amounts due its employees and sub-Contractors, and shall be responsible for all reports and obligations respecting its employees and sub-Contractors.
8. **ASSIGNMENT**: Contractor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.
9. **CONFIDENTIALITY**: Contractor and all personnel designated by Contractor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.
10. **EXECUTION OF CONTRACT**: Contractor shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under Exhibit "A". In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".
11. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Contractor's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, Contractor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. Contractor shall, if requested by the District, defend using counsel approved by the District in its sole discretion.
12. The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Contractor until said Services and/or the Products are received by the District's Designee.
13. **FEE**: Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Bid Form(s), incorporated herein by reference. Payment will be made within 30-60 days after actual delivery of goods to the required destination as outlined in the Bid Documents and receipt of invoices acceptable to the District.
14. **CONDUCT**: Contractor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Contractor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.
15. **TERMINATION**: This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement and Contract Documents. Contractor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **DEFAULT:** The District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

A. The Vendor fails to make delivery within the time specified herein. OR

OR

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement which are not terminated.

16. **NON-FUNDING:** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

17. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

18. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

19. **PERMITS & LICENSES:** Contractor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

21. **COMPLIANCE:** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection

with providing the Services and/or the Products. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22. **RECORDS:** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

23. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

24. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

25. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees.

26. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

SIGNATURE PAGE TO FOLLOW

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

Contractor:

Type or Print Contractor's Name

Contractor's Signature

Date

Contractor's Address

City State Zip

Phone Fax

Contractor's Email Address

DISTRICT:

Type or Print District Approver's Name

District Approver's Signature

District Approver's Title

Date

EXHIBIT "A" - Insurance Requirements

Contractor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Contractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products - Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
 - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - i. Amendment of Contractual Liability
 - ii. Total Pollution Exclusion
 - iii. Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - i. Broadened Pollution Coverage Endorsement;
 - ii. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or agreement";
 - iii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - iv. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and

employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.

3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
 - a. The Workers’ Compensation coverage shall include the following endorsements:
 - i. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
 - b. If Contractor is using a Professional Employer Organization or any other type of staffing company to lease employees, Contractor must notify and seek approval from the Risk Management Department of the District prior to the execution of this Agreement.
4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability.
 - a. The Umbrella or Excess Liability coverage shall include the following endorsements:
 - i. All endorsements required under Paragraphs I. 1., I. 2., I. 3. Above;
5. If Contractor has access to or will be receiving any personal or private information about the District or its students, personnel, students or parents or any other third party:
 - a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000.
 - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
6. Should any of the insurance policies contain either a deductible or self-insured retention, the Contractor shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
7. Should any required insurance policies be cancelled, non-renewed or if the Contractor fails to renew, Contractor shall provide notice of such cancellation immediately to the District.
8. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
9. Certificates of Insurance Coverage shall be filed by Contractor with the District evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Contractor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.