



COVINA-VALLEY
UNIFIED SCHOOL DISTRICT

Request for Bid #18-19-106

**SCHOOL NUTRITION PAPER, PLASTIC
AND FILM PRODUCTS**

For

**The San Gabriel Valley Food Services
Cooperative Purchasing Group**

Issue Date: March 12, 2019

Submit By: April 10, 2019 at 10:00 A.M.

Contact:

Robin Harbert

Assistant Director Purchasing

(626) 974-7000 ext. 800128

rharbert@c-vusd.org

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NOTICE OF REQUEST FOR BID

Bid #18-19-106

Notice is hereby given that, on behalf of thirty (30) member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group, the Board of Education for the Covina-Valley Unified School District (District) Covina, Ca (Los Angeles County), will receive sealed bids **Request for Bid Number 18-19-106** for the procurement of the following:

SCHOOL NUTRITION PAPER, PLASTIC AND FILM PRODUCTS

Sealed bids must be delivered to the Purchasing Department, Covina-Valley Unified School District, 519 E. Badillo Street, Covina, CA 91723 no later than 10:00 am on April 10, 2019. Bid shall be opened in public at the above-stated place.

The District is not responsible for bids sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their bid is delivered to the Purchasing Department. Each bid must conform and be responsive to the contract documents. No bid may be withdrawn for ninety (90) days.

The District, on behalf of the purchasing group, reserves the right to reject any or all bids, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest bid. The award of contract, if made by the District, will be to the qualified firm whose bid best complies with all the requirements set forth in the bid documents and whose bid, in the opinion of the District while complying with all legal requirements, is in the best interest of the member districts in the purchasing group, taking into consideration all aspects of the contractor's response, including the total net cost.

To obtain Request for Bid package visit the District Purchasing web page at: www.c-vusd.org/Page/758 and click on the New Covina-Valley Bid Portal or contact Robin Harbert, Assistant Director of Purchasing at (626) 974-7000 Ext. 800128 or rharber@c-vusd.org.

Questions regarding this Bid may be directed to Covina-Valley Unified School District, Robin Harbert, Assistant Director Purchasing, rharber@c-vusd.org.

Robin Harbert
Assistant Director Purchasing
Covina-Valley Unified School District

Publish: 3/12/19 & 3/19/19

Covina-Valley Unified School District
519 E. Badillo Street, Covina, CA 91723

School Nutrition Paper, Plastic and Film Products Request for Bid # 18-19-106
Submit BID by April 10, 2019 at 10:00 a.m.

Request for Bid Signature Page

This Request for Bid (BID) is for school nutrition paper products for the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group (Co-Op).

Before bidding, please read the **Instructions and Conditions, Required Bid Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all bids in a sealed envelope showing the Company Name, BID Name & Number, Submission Due Date, and Time. Bids must reach the Covina-Valley Unified School District Purchasing Department, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package. You must provide a flash drive of the bid and the Exhibit C Spreadsheet. Contact Robin Harbert at rharbert@c-vusd.org for requests for information or if further clarification is needed.

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

Signed By: _____
(Manual Signature-Unsigned Bids will be rejected)

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

PROJECT SCHEDULE

All events are held at Covina-Valley Unified School District, Purchasing Department,
519 E. Badillo Street, Covina, Ca 91723

Issue Date: March 12, 2019

Request for Information Deadline: March 29, 2019 at 2:00 p.m.

Bid Due/Opening: April 10, 2019 at 10:00 a.m.
Purchasing Department

Intent to Award: May 10, 2019 (Pending Board Approval)

Board Approval: May 20, 2019

Recap of BID: Available after Board Approval

Contact: Robin Harbert
Assistant Director Purchasing
Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723
(626) 974-7000 ext. 800128

INSTRUCTIONS TO BIDDERS

PURPOSE OF THIS BID

The San Gabriel Valley Food Services Cooperative Purchasing Group, hereinafter referred to as Co-Op, is seeking bids from qualified companies to procure and deliver paper, plastic and film products to receiving sites within the member districts. **The paper and plastic products will be awarded to one (1) winning bidder for all member districts in the Co-Op. The film will be awarded by line item.** Each individual member district will act as the sole judge on whether the contract requirements are met to the district's satisfaction. This BID defines the program, the products, and the services that are being sought from the Bidder and generally outlines the program requirements.

SCOPE OF SERVICES

The selected vendor(s) will partner with the Co-Op member districts over the term of the contract resulting from this BID to procure and deliver paper products to sites designated within the member districts (see Exhibit A for individual member district profile). The Co-Op is comprised of the following school districts at the time of the issuance of this BID:

1. Alhambra Unified School District
2. Arcadia Unified School District
3. Azusa Unified School District
4. Baldwin Park Unified School District
5. Bassett Unified School District
6. Burbank Unified School District
7. Charter Oak Unified School District
8. Covina-Valley Unified School District
9. Duarte Unified School District
10. East Whittier City School District
11. El Monte City School District
12. El Monte Union High School District
13. Garvey School District
14. Glendale Unified School District
15. Glendora Unified School District
16. Hacienda La Puente Unified School District
17. Lowell Joint School District
18. Lynwood Unified School District
19. Mountain View School District
20. Pasadena Unified School District
21. Rosemead School District
22. Rowland Unified School District
23. San Gabriel Unified School District
24. San Marino Unified School District
25. South Pasadena Unified School District
26. South Whittier School District

27. Temple City Unified School District
28. Valle Lindo School District
29. Walnut Valley Unified School District
30. West Covina Unified School District

The Co-Op Districts currently have over 259,500 students.

GENERAL INSTRUCTIONS AND CONDITIONS – BID # 18-19-106:

1. Bids are requested for furnishing the Co-Op member districts, for Paper Products for the period of July 1, 2019 through June 30, 2020 (“Initial Term”). The Initial Term may be extended upon mutual consent of the Co-Op and Bidder for an additional two (2) terms of one (1) year each commencing July 1st and ending June 30th of the following year (“Additional Terms”) in accordance with the terms agreed to by Co-Op and Bidder at such time and consistent with provisions in Education Code section 39803(a). Each member district reserves the right to determine purchase amount based on the member district’s operational need.
2. Bids are to be verified before submission, as they cannot be corrected or withdrawn after bids are opened. The signatures of all persons shall be in longhand in ink. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All bids shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and BID number, submission due date and time. It is the sole responsibility of the vendor to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the vendor unopened. No oral, facsimile or telephonic modification of any bid submitted will be considered.
3. The Bidder will agree to provide duplicate copies of invoices, direct billing, discount pricing, or credit memos which will reflect the value of the products. When requested, the vendor must make available samples, free of charge, of the products included in their response to this bid for testing at a time and place to be determined by the Co-Op Committee.

RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this BID and ending on the date of the award of the contract, no person, or entity submitting a response to this BID, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this BID, the evaluation or selection process and/or the award of the contract with any member of the Co-Op Districts, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

CONFLICT OF INTEREST:

No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1). Covina-Valley Unified School District and The Districts’ officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The Districts maintain a written standard covering conflicts of interest

and governing the actions of its employees engaged in the selection, award and administration of contracts.

INSTRUCTIONS FOR SUBMITTING BIDS

1. **BID FORMAT AND REQUIRED INFORMATION:** Bidders responding to this BID must follow the format in the section of Required Bid Documents. Bidder must submit one (1) paper copy and one (1) digital copy on a flash drive of their bid. The Exhibit C and D Spreadsheets MUST also be included on the flash drive. If you are proposing an alternate product, that item must be listed separately at the end of the Exhibit C and D Spreadsheets. Do not alter the product grid at all. Altering the spacing may eliminate your prices being considered. Bids should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after bids are opened. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any bid submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.
 - a. Each bid must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the Co-Op, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the bid. Obligations assumed by such signature must be fulfilled.
 - b. Corrections made of entries on the bid must be initialed in ink by the same person who signs the form for the Bidder. No corrections can be made after the time stated for receiving bids.
 - c. Bids are to be verified before submission, as they cannot be corrected after bids are opened. All bids shall be submitted in sealed envelopes bearing on the outside **the name of the bidder, the name and BID number, submission due date and time**. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any bid submitted will be considered.
2. **WITHDRAWAL OF BIDS:** A bidder may withdraw a bid by letter or in person prior to submission deadline. Bids may not be withdrawn after April 10, 2019 at 10:00 a.m.
3. **TESTS, SUBSTITUTIONS, AND SAMPLES:** All items bid must conform to the specifications set forth in these bid documents. The Co-Op reserves the right to reject all bids that do not conform to the specifications. When bidding on brands or products other than those specified, the Bidder must state on the bid if you are submitting an "equivalent" or "like" product, from what is currently at the majority of the Co-Op Members Districts. The Co-Op may require product samples and test the same to ensure that the products meet the Co-Op quality standards. Where samples are requested, they must be furnished free of charge. Samples will not be returned. Suitability and valuation of "equals" rests in the sole discretion of the Co-Op, for a "like" item to be considered an approved substitution.

4. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words or “equal” unless the bid specifically requires no substitutions. When submitting bids on brands other than those specified, the submitter must state on the bid the brand, quality, code number, case quantity, size and description on each item proposed. Bidder shall provide full descriptive information covering the product proposed. Bidder shall furnish samples when requested.
5. **SALES TAX:** Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the Co-Op Members Districts, if applicable. Do not include or add Federal Excise Tax as the Co-Op Members Districts are exempt.
6. **PACKAGING:** Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Member District for product or freight.
7. **REQUIRED DELIVERY DATES:** Actual delivery of the products shall be coordinated with each Member District or their representative(s) designated by the Member District in accordance with the contract. Upon award of the bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Prompt delivery shall be determined by the Member District but shall not exceed two weeks. There shall be no minimum quantities required in order for the Member District to place orders for needed items.
8. **FAILURE TO BID ON ANY LINE ITEM:** Exhibit C (Paper & Plastic): The bid will be awarded to one bidder for “Paper and Plastic” (Exhibit C) based on the majority of items with the lowest price. Bidder may choose not to enter a price on every item, but bids must be on at least 50% of Exhibit C items. If there is a line item left blank, without a price, or incomplete, that item will be considered the highest price. The awarded bidder **MUST** provide all items listed in exhibit C for all member Districts in the Co-Op. Non-bidder items shall be individually procured by each member District in the Co-Op and members of the Co-Op reserve the right to procure non-bidder items with other distributors as stated in **Paragraph 24.**

Exhibit D (Film): The bid will be awarded on a line item basis for “Film” (Exhibit D) for distribution to all member districts in the Co-Op. Any line item left blank or incomplete will not be considered for bid award.

9. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES:** Quantities shown are estimated usage for the bid period. The Co-Op reserves the right to purchase more or less of the units specified at the unit cost quoted. Bidder must list any minimum requirements that affect shipments of quantities ordered by Co-Op Member Districts. Requirements noted by the Bidder, deemed excessive or restrictive by the Co-Op, shall be cause for rejection of that or those items. The successful bidder shall furnish and deliver the quantities designated by a Co-Op Member District purchase order. All materials, supplies or services furnished under the purchase order shall be in accordance with the Co-Op BID specifications or the sample furnished by the bidder and accepted by the Co-Op. Materials or supplies that, in the opinion of the Co-Op are not in accordance and conformity with the specifications or equal to the submitted sample, shall be rejected and promptly removed from the Co-Op Member District(s) premises at the bidder’s expense. When a sample is taken from a shipment and sent to a laboratory

for test and the test shows that the sample does not comply with the specifications on the purchase, the bidder shall pay the cost of such test.

- 10. INFERIOR PRODUCT:** The Bidder agrees to permit inspection of the proposed substitution items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op's decision shall be final. Any product not meeting the District standards shall be grounds to discontinue that product and allows the District to source another product from awarded or non-awarded vendor.
- 11. ACCEPTANCE OR REJECTION OF BIDS:** Awards will be made to multiple vendors for film and one vendor for Paper and Plastic. A significant portion of the line items will be awarded to the successful bidder. The right is reserved to reject any or all bids. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.
- 12. FAILURE TO FULFILL CONTRACT:** When any Bidder shall fail to deliver any product or service or shall deliver any product or service which does not conform to the Co-Op's requirements, the Co-Op may, at its sole discretion, annul and set aside the contract entered into with said bidder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Co-Op to be to the best advantage of the Co-Op. Any failure for furnishing such products or services by reason of the failure of the bidder, as above stated, shall be a liability against such bidder. The Co-Op reserves the right to cancel any products or services which the successful respondent may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the respondent provided satisfactory proof is furnished to the Co-Op or its representatives, if requested.
- 13. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:** The respondent hereby agrees and acknowledges that monies utilized by the District to purchase the items described in this BID is public money appropriated by the State of California or acquired by the Co-Op Member Districts from similar public sources and is subject to variation. The Co-Op fully reserves the right to cancel this BID at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
- 14. CO-OP'S RIGHT TO TERMINATE CONTRACT:** If the bidder or any of its manufacturers, distributors and/or suppliers refuse or fail to timely provide and/or deliver the product for which the bidder has been awarded a contract, with such diligence as will insure its complete delivery within the time specified or any mutually agreed upon extension thereof, or if the bidder should be adjudged bankrupt, or if the bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, or if the bidder should otherwise be guilty of a substantial violation of any provision of the contract documents for this, then the Co-Op may without prejudice to any other right or remedy, serve written notice upon the bidder of the Co-Op's intention to terminate the contract. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease, or such violation shall cease and arrangements satisfactory to the Co-Op for the correction thereof be made, the contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, the bidder shall not be entitled to receive any further payment until performance is completed.
- 15. HOLD HARMLESS:** The bidder shall save, defend, hold harmless and indemnify the Co-Op Member Districts against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the service, operations, or performance under the terms of this contract,

resulting in whole or in part from the negligent or willful acts or omissions of bidder, or any employee, agent, or representative of the bidder.

- 16. WARRANTY/QUALITY:** The bidder, manufacturer, or his assigned agent shall guarantee the product against all defects.
- 17. INVOICES AND PAYMENTS:** Unless otherwise specified, the bidder shall render invoices in duplicate for materials delivered or services performed under the purchase order. Invoices shall be submitted immediately in a form acceptable to the Co-Op Member Districts under the same firm name as shown on the purchase order. The bidder shall list separately any applicable taxes payable by the Co-Op Member District and shall certify on the invoices that the Federal Excise tax is not included in the prices listed thereon. The Co-Op Member Districts shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized Co-Op Member District representative.
- 18. CASH DISCOUNTS:** All cash discounts shall be taken and computed from the date of delivery of acceptable material or the date of receipt of the invoice, whichever is the later.
- 19. PRICING – TERM OF CONTRACT:** Minimum contract term is one (1) year. No increase to the price, for single drop or multi drop deliveries will be allowed in the first contract year. The bid may be extended upon mutual consent of the Co-Op and Bidder for an additional two (2) one-year periods. In the event of any price increase after the first contract year, a notice shall be sent to Covina-Valley USD, including proof of the increase, at least sixty (60) days prior to the effective date. Any change to the price shall be subject to mutual agreement by both parties. In the event of a decline in price, the successful Bidder is to give the Co-Op the immediate advantage of such a decrease and inform the Co-Op of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.
- 20. MULTI-YEAR EXTENSIONS:** Subject to the provisions of **Paragraph 19** (above), this bid may be extended (by mutual consent expressed in writing) for two (2) additional years (total potential bid life of three [3] years from Board of Education award).
- 21. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHANGES, OR LIMITATION UPON NUMBER OF ORDERS:** The Co-Op Member Districts will set their own delivery schedules and numbers of deliveries. (See Exhibit A) The Co-Op, however, does not guarantee orders in these amounts nor shall the Co-Op be required to limit its orders to only those orders. Unlimited orders within the term of the contract shall be allowed to the awarding Co-Op at prices quoted.
- 22. NEXT BEST BIDDER:** If the successful bidder withdraws its bid or fails or refuses to execute the contract or to perform in accordance with its terms, the District may award the contract to the bidder with the next best bid.
- 23. COOPERATIVE PURCHASING/PIGGYBACK BID CLAUSE:** The Covina-Valley USD on behalf of the San Gabriel Valley Cooperative Purchasing Group (Co-Op) hereby notifies all vendors that there will be no piggy backing clause available under this contract, except for new Members joining the Co-Op. We reserve the right to only allow those districts that are part of the Co-Op to be allowed to enter into this Bid. Any new District that is added to the Co-Op may be a part of this Bid. Covina-Valley USD will notify bidder of any new Districts that have been approved for Membership to the Co-

Op, when that time arises. Only those new members will be able to piggy back on the bid if the bid has been awarded.

24. AWARD: The Co-Op reserves the right to reject any and all bids without explanation or recourse and to negotiate with the companies submitting a bid. The Co-Op further reserves the right to contract the work with whomever and in whatever manner the Co-Op decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Co-Op may require. A bid submitted in response to this BID will be administered in the following manner:

- a. After the opening of bids, a BID review committee representing the Co-Op will review the bids.
- b. The committee may investigate the qualifications of any bidder under consideration, require confirmation of information furnished by a bidder, and require additional information and/or evidence of qualifications to perform the services described in the BID. The committee may request samples of items bid other than specified.
- c. The Committee will make a recommendation to all member districts of the Co-Op.
- d. The Co-Op as a whole will make a final decision of the apparent award(s). The award(s) will be formally made by the Covina-Valley Unified School District Board of Education in a timely manner. On behalf of the Co-Op, Covina-Valley Unified School District will issue an Award letter to the successful bidder(s).
- e. Member districts are responsible for taking this BID to their respective Board of Education for approval.

25. PROTEST BY BIDDERS: A bidder may protest a bid award if he/she believes that the award is inconsistent with Covina-Valley Unified School District (C-VUSD) Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the C-VUSD Superintendent designee (Robin Harbert, Assistant Director of Purchasing) by the protest deadline (within five (5) working days after receipt of notification of the contract award). The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

26. EXECUTION OF CONTRACT: The signed contract forms submitted by the bidding Bidder become fully executable after the award of the bid. In the event the Bidder to whom an award is made fails or refuses to execute the contract within the period provided in this section, the Co-Op may award to the next lowest bidder, or may reject all bids and may issue a new bid.

REQUIRED BID DOCUMENTS & INSTRUCTIONS

Required Bid Documents Checklist

Bidders responding to this BID must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the bid package:

1. Cover Letter (Note: Provide your own document.)	
2. Request for Bid Signature Page	
3. Bid Exhibit C Paper and Plastic Products & Exhibit D Film Spreadsheets	
4. Contract Agreement	
5. Reference List (Note: Provide your own document.)	
6. Public Liability and Property Insurance (Note: Provide your own document.)	
7. Non-Collusion Affidavit Exhibit B	
8. Disaster Contingency Plan (Note: Provide your own document.)	
9. Product Recall Program (Note: Provide your own document.)	
10. Drug Free Workplace Form	
11. Alcoholic Beverage and Tobacco Free Campus Policy Form	
12. Suspension and Debarment Certification, U.S. Department of Agriculture	
13. Disclosure of Lobbying Activities	
14. Iran Contracting Act of 2010 Compliance Affidavit	
15. Required Bid Documents Checklist (this form)	

Completed by: _____ Title: _____

Signature: _____ Date: _____

REQUIRED BID DOCUMENTS

Submit all of the following documents with your bid.

1. Cover Letter (three single sided pages maximum)

Include the following components in the cover letter:

- Bid number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with The San Gabriel Valley Food Services Cooperative Purchasing Group.
- The following statements:
"I certify that I have read the attached Bid and accompanying instructions and that I am authorized to commit the firm to the bid submitted."
- Name and Nature of Bidder's Legal Entity: Specify in the bid the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.
 - a. Bidder name
 - b. Address
 - c. Name of contact person
 - d. Phone number
 - e. Email address
 - f. Year Bidder was established
 - g. Number of employees
 - h. Web site/Facebook page
 - i. Signature of authorized officer or person
 - j. Corporate seal (if a corporation)

2. Bid Signature Page

An authorized officer or person shall sign the bid under the correct firm name.

3. Bid Exhibit C Paper and Plastic Products & Exhibit D Film Spreadsheets

No bids shall receive consideration by the Co-Op unless a copy of Exhibit C paper and plastic products spreadsheet and/or Exhibit D film spreadsheet is completed and submitted with bid. Mark items with N/A if not bidding a specific item. Enter "As Spec" for any item quoted as specified in the spreadsheet. A copy of these pricing spreadsheets on a flash drive with your bid submittal is required.

4. Contract Agreement

The form of contract agreement, which the successful bidder, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the bidder. Bidders are required to fill in the blank lines in the contract to complete the bid. **No bids shall receive consideration by the Co-Op unless this contract agreement is completely filled out and signed with the bid.** The complete contract

consists of the following documents: The Notice to Bidders, the Instructions to Bidders, the Accepted Bid, and the Contract Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

Bidders who are not awarded the Bid are not required to execute the signed contract agreement.

5. Reference List (one page maximum)

Please supply the contact information for five (5) School District Food & Nutrition Services, K-12, colleges/universities and/or institutions. List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

6. Public Liability and Property Insurance

Bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the Member District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Bidders are required to furnish certificates of insurance prior to start of work.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c. Insurance certificate must name the Member Districts as additional insured.
- d. Certificate to be submitted by vendor must be submitted prior to award.

7. Non-Collusion Affidavit

Bidders on this contract are required to submit an Affidavit of Non-collusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

8. Disaster Contingency Plan

A copy of the Bidder's Disaster Contingency Plan must be submitted with this bid.

9. Product Recall Program

A copy of the Bidder's Product Recall Program must be submitted with this bid.

10. Drug Free Workplace Form

This form must be completed and submitted with this bid. Bids received without these forms/certifications will not be considered.

11. Alcoholic Beverage and Tobacco Free Campus Policy Form

This form must be completed and submitted with this bid. Bids received without these forms/certifications will not be considered.

12. Suspension and Debarment Certification, U.S. Department of Agriculture

This form must be completed and submitted with this bid. Bids received without these forms/certifications will not be considered.

13. Disclosure of Lobbying Activities

This form must be completed and submitted with this bid. Bids received without these forms/certifications will not be considered.

14. Iran Contracting Act of 2010 Compliance Affidavit

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a bid for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran. For bids \$1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their bid at the time of bid. Failure to do so may deem your bid non-responsive.

15. Required Bid Form Checklist

A checklist for required bid forms is included in this BID. Complete and submit with this bid.

CONTRACT AGREEMENT
(SCHOOL NUTRITION PAPER PRODUCTS BID # 18-19-106)

THIS CONTRACT AGREEMENT (this “**Contract**”), made and entered into this _____ day of _____, 2019, by and between *Covina-Valley Unified School District (the “District”)* on behalf of *the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group (the “Co-Op”)* and

Bidder/Contractor Name

Mailing Address

City State Zip Code

Hereinafter referred to as “Bidder.”

RECITALS

- A. The El Monte City School District is the lead agency for the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group (the “Co-Op”). The Co-Op has granted the Covina-Valley Unified School District the authority to solicit and award bids for paper, plastic and film products and services.
- B. On behalf of the Co-Op, the District has solicited bids for the provision of School Nutrition Paper, Plastic and Film Products via a Request for Bid Number 18-19-106 (the “**BID**”), whereby the Co-Op may agree to purchase specified products for the member districts’ use from the successful bidder(s).
- C. Provisioner are the successful bidders under such request for bid, and the Co-Op and Provisioner hereby desire to set forth their agreement with respect to the sale to the Co-Op members, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2019 through June 30, 2020.

CONTRACT RENEWALS

This contract is deemed to be a **CONTRACT FOR PRODUCTS AND SERVICES** under the California Education Code Article 3, Section 17596. If mutually agreeable, the Co-Op reserves

the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the Co-Op. Such renewal will be made by notifying the Bidder, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be “subject to adjustment” at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Bidder’s request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Co-Op reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer’s and/or processors landed costs to the Bidder are out of the control of the Bidder. Those price adjustments may be accepted or rejected by the Co-Op. Increases in the percentage markup price(s) in this BID may not exceed the increase in the Consumer Price Index Urban for the Los Angeles region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles, California for the month of [that month which is six (6) months prior to the contract’s annual end date] each year using the “Special Aggregate Index” category of “All Items Less Shelter” under the “All Urban Consumers” column.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Bidder to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

Members in the Co-Op reserve the right to discontinue service upon 24-hours’ notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Bidder upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The member district (s) shall hold the successful Bidder liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the member district(s) may purchase the items herein specified elsewhere, without notice to the successful Bidder. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Bidder. Prices paid by the district(s) shall be considered the prevailing market prices at the time such purchase is made.

PRICING

The pricing proposed, for single drop and multi drop deliveries must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

PRICE ADJUSTMENTS

No increase to the price, for single drop or multi drop deliveries will be allowed in the first contract year. The bid may be extended upon mutual consent of the Co-Op and Bidder for an additional two (2) one-year periods. In the event of any price increase after the first contract year, a notice shall be sent to Covina-Valley USD, including proof of the increase, at least sixty (60) days prior to the effective date. Any change to the price shall be subject to mutual agreement by both parties. In the event of a decline in price, the successful Bidder is to give the Co-Op the immediate advantage of such a decrease and inform the Co-Op of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

The member district(s) in the Co-Op shall not be obligated to purchase or reimburse the Bidder for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting products must be kept clean and maintained in good repair and condition in order to protect products from contamination and must be designed and constructed to permit adequate cleaning and/or disinfection.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

PRODUCT QUALITY CONTROL

The Co-Op reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the Co-Op to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities established by the locality or state in which Bidder's plant is located or by the applicable federal standards, whichever is higher.

Bidder shall follow appropriate procedures for First in First out (FIFO) stock rotation system.

Bidder shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

INFERIOR PRODUCT

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

UNAUTHORIZED SUBSTITUTIONS

Unauthorized substitutions will not be accepted. Any substitution must be approved by the Member District before delivery.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Co-Op for product or freight.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this bid shall be only the exact manufacturer's products and manufacturer/bidder code numbers as requested by the Co-Op unless prior approval has been received to deliver alternate products. The Co-Op will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. Bidder must inform Member District of product code changes before delivery.

If the desired product is absolutely not available for any reason, the Co-Op shall be notified no later than 72 hours after the order has been submitted. Examples include, but are not limited to extended lead time, discontinued items, back ordered, etc.

And the Co-Op shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Co-Op. When substitutions do occur, Bidder shall adjust ordering quantity to meet original orders.

DELIVERIES

The successful Bidder will make mutually acceptable delivery time options available for each site within the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Bidder and the member district(s), timely delivery of all orders is expected. If the Bidder is unable to meet confirmed delivery schedule(s), as agreed upon, then after a two (2) hour grace period, the District reserves the right to recover any additional costs incurred to the district due to late deliveries by credit, or by mutual agreement otherwise compensate the member. The District

reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

For any Member District order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the Member District reserves the right to cancel any order(s) or purchase item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the Member District pays on the open market.

ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Bidder.

The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be “Net 30 days” unless otherwise indicated below. All invoices are due and payable within 30 days from the statement date. The Bidder will list all discounts and payment options available on the Bid Worksheet if terms other than “Net 30 days” are offered.

USAGE REPORTS

The Co-Op reserves the right to request usage reports as required. Usage reports should be available by Member District as well as a Co-Op summary. If substituted items are included in the usage report, they shall be marked as substitutes.

RIGHT TO AUDIT

The Bidder shall submit to third party audits and/or inspections initiated by the Member District(s) 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, safety guidelines, pricing and billing. Bidders 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.

FORCE MAJEURE

The parties to the bid will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by “Act of God”, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other

party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Bidder shall comply with all Co-Op member district security 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 (Cal Code).

Bidder's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

INSURANCE

Bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Bidders are required to furnish certificates of insurance prior to start of work.

- e. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- f. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- g. Insurance certificate must name the District(s) as additional insured.
- h. Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

The Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Bidder agrees to indemnify, defend and hold the Co-Op entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Bidder's employees or Bidder's subcontractor employees arising out of Bidders work under this bid; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Bidder, or any person, firm or corporation employed by the Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the Co-Op, arising out of, or in any way connected

with the Bidders work under this bid, including injury or damage either on or off the Co-Op district property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Co-Op district.

The Bidder, at the Bidders own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Co-Op districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Co-Op member district, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Bidder agrees to comply with all provisions of Education Code Section 45125.1 Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other district facilities for purposes of providing services covered by this bid during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Bidder will provide the Co-Op with a list of all employees providing services pursuant to this BID. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.

COOPERATIVE PURCHASING/PIGGYBACK BID CLAUSE: The Covina-Valley USD on behalf of the San Gabriel Valley Cooperative Purchasing Group (Co-Op) hereby notifies all vendors that there will be no piggy backing clause available under this contract, except for new Members joining the Co-Op. We reserve the right to only allow those districts that are part of the San Gabriel Valley Co-Op Purchasing Group to be allowed to enter into this Bid. Any new District that is added to the Co-Op may be a part of this Bid. Covina-Valley USD will notify bidder of any new Districts that have been approved for Membership to the Co-Op, when that time arises. Only those new members will be able to piggy back on the bid if the bid has been awarded.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the Co-Op, District, member district(s), and Contractor pertaining to this Contract or the services or products provided for hereunder, each party agrees to pay their own attorneys' fees. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

CONFLICT OF INTEREST: No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1). Covina-Valley Unified School District and The Districts' officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The Districts maintain a written standard covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Section 8350 et. seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the contract. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including the termination of the contract or suspension of payment thereunder. Certification form included in bid documents must be completed and submitted with bid. Bids received without these forms/certifications will not be considered.

ALCOHOLIC BEVERAGE AND TOBACCO FREE CERTIFICATION

The successful bidder shall agree to enforce an alcoholic beverage and tobacco-free work site. Certification form included in bid documents must be completed and submitted with bid. Bids received without these forms/certifications will not be considered.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

PROVISIONER:

Covina-Valley Unified School District

Signature: _____

Signature: _____

By: Robert McEntire

By: _____

Title: Chief Business Officer

Title: _____

Address:

Address:

519 E. Badillo Street
Covina, CA 91723

Phone No: (626) 974-7000

Phone No:

Authorized Officers or Agents
(Corporate Seal)

EXHIBIT "A"

San Gabriel Valley Food Services Cooperative Purchasing Group (Co-Op) List of District's on attached sheet.

EXHIBIT "A"

San Gabriel Valley Co-Op Members

District	Address	Director	E-Mail Address	Phone #	Enrollment
Alhambra USD	1515 West Mission Road Alhambra, CA 91803	William Fong (Nutr Svc) Vivien Watts (Bus Svc)	fong_william@ausd.us watts_vivien@ausd.us	626-943-6590	17,050
Arcadia USD	35 W. St. Joseph Street Arcadia, CA 91007	Kathleen Ashworth	kashworth@ausd.net	626-821-8322	9,511
Azusa USD	546 South Citrus Avenue Azusa, CA 91702	Stella Ndahura	sndahura@azusa.org	626-732-8057	8,600
Baldwin Park USD	3699 N. Holly Ave. Baldwin Park, CA 91706	Rosa Estrella	rmestrella937@bpusd.net	626-856-4224	13,533
Bassett USD	904 N. Willow Ave La Puente, CA 91746	Kimberly Goodman	kgoodman@bassettusd.org	626-931-3034	5,500
Burbank USD	1900 W. Olive Avenue Burbank, CA 91506	Kathy Sessinghaus	kathysessinghaus@burbankusd.org	818-729-4540	15,000
Charter Oak USD	20350 E. Cienega Avenue Covina, CA 91724	Natacha Morales	nmorales@cousd.net	626-966-8331	4,819
Covina Valley USD	519 E. Badillo St. Covina, CA 91723	Lizett Olivares	lolivares@c-vusd.org	626-974-7000	11,632
Duarte USD	1620 Huntington Drive Duarte, CA 91010	Brian Volz	bvolz@duarteusd.org	626-599-5022	4,200
East Whittier City SD	14535 E. Whittier Blvd. Whittier, CA 90605	Maria Calderon	mcalderson@ewcsd.org	562-907-5950	8,700
El Monte City SD	3540 North Lexington Ave. El Monte, CA 91731	Robert Lewis	rlewis@emcsd.org	626-453-3733	8,200
El Monte Union HSD	3537 Johnson Ave El Monte, CA 91731	Suzy Sayre	suzy.sayre@emuhsd.org	626-444-9005	8,100
Garvey SD	2730 N. Del Mar Ave. Rosemead, CA 91770	Paula Parvinjah	pparvinjah@gesd.us	626-307-3407	6,000
Glendale USD	349A W. Magnolia Avenue Glendale, CA 91204	Jennifer Chin Gonzales	jcgonzales@gusd.net	818-552-2677	26,577
Glendora USD	500 N. Loraine Ave Glendora, CA 91741	Stacy Johnson	sjohnson@glendora.k12.ca.us	626-963-1611	7,513

Hacienda La Puente USD	15959 E. Gale Ave. City of Industry, CA 91716	Linda Scaletta	lscaletta@hlpusd.k12.ca.us	626-855-3759	11,370
Lowell Joint SD	11019 Valley Home Ave Whittier, CA 90603	Consultant: Debra Amos	damos5851@yahoo.com	562-943-0211	3,200
Lynwood USD	11321 Bullis Rd. Lynwood, CA 90262	Vanessa Williams	vwilliams@mylUSD.org	310-886-1676	14,019
Mountain View SD	3320 Gilman Rd. El Monte, CA 91732	Susan Delgado	sdelgado@mtviewschools.net	626-652-4086	7,245
Pasadena USD	740 W. Woodbury Road Altadena, CA 91001	Liz Powell	powell.elizabeth@pusd.us	626-396-5852	17,714
Rosemead SD	3907 Rosemead Blvd. Rosemead, CA 91770	Krista Dixon	kdixon@rosemead.k12.ca.us	626-312-2900	2,652
Rowland USD	1830 Nogales Street Rowland Heights, CA 91748	Maria Davila	mdavila@rowlandschools.org	626-965-2541	13,479
San Gabriel USD	408 Junipero Serra Drive San Gabriel, CA 91776	Isabel Millan	millan_i@sgusd.k12.ca.us	626-451-5456	5,400
San Marino USD	1645 Sherwood Road San Marino, CA 91108	Carolle Thompson	cthompson@smusd.us	626-299-7000	2,955
South Pasadena USD	1020 El Centro Street South Pasadena, CA 91030	Michelle Curry	mcurry@spusd.net	626-441-5820	4,700
Temple City USD	9700 Las Tunas Drive Temple City, CA 91780	Marisol Cortez	mcortez@tcusd.net	626-548-5000	5,964
Valle Lindo SD	1431 Central Ave South El Monte, CA 91733	Evelyn Vargas (Cafeteria Supervisor) & Susan Lee (Fiscal Specialist), Consultant: Lynette Rock	cafeteria@sd.vallelindo.k12.ca.us lrockrd@gmail.com	626-580-0610	1,049
Walnut Valley USD	880 South Lemon Avenue Walnut, CA 91789	Emmalyn Coles	ecoles@wvusd.k12.ca.us	909-595-1261	14,500
West Covina USD	1717 W. Merced Ave. West Covina, CA 91790	Corina Ulloa	culloa@wcusd.org	626-939-4600	9,059
South Whittier SD	11200 Telechron Avenue Whittier, CA 90605	Terry Sperry, Acting, Consultant Debra Amos	damos5851@yahoo.com	562-944-6231	2,762

EXHIBIT "B"

NON-COLLUSION AFFIDAVIT TO BE

EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date)

(Signature)

EXHIBIT “C” AND EXHIBIT “D”

Exhibit “C” paper and plastic products and Exhibit “D” film spreadsheets are attached. No bids shall receive consideration by the Co-Op unless a copy of Exhibit C paper products spreadsheet and/or Exhibit D film spreadsheet is completed and submitted with bid. Mark items with N/A if not bidding a specific item. Enter “As Spec” for any item quoted as specified in the spreadsheet. The bid requires copy of these pricing spreadsheets on a flash drive with your bid submittal.

CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

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

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

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 whom this bid 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,” “bid,” 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 bid 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.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

(4) OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
 (California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a bid for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	

Print Name and Title of Person Signing	Date Executed
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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.