



Bid Number 21/22-01
Food Service Paper Products

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

Issue Date: April 2, 2021
Bid Opening Date: May 3, 2021

DOWNEY UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

DATE: April 2, 2021

SUBJECT: Bid Number 21/22-01

FOR: Food Service Paper Products

Bid Deadline: Monday -May 3, 2021 - 11:00 AM

1. NOTICE IS HEREBY GIVEN that the Downey Unified School District acting by and through its Governing Board, hereinafter referred to as the “Board” or “District”, will receive sealed bids for the award of a Contract for **Bid Number 21/22-01 Food Service Paper products**.
2. Please bid your lowest prices for the items or services on the attached bid sheets. Before bidding, please read the Instructions and Conditions and thoroughly acquaint yourself with the bid.
3. **Submit all bids in a sealed envelope showing the Bid Number, Title, Due Date, and Opening Time.** Sealed bids will be received until 11:00 a.m., May 3, 2021, at the District’s Purchasing Department (Room 169) located at: 11627 Brookshire Avenue, Downey, CA 90241. Anyone submitting their Bids in person must wear a face covering; if not compliant, District staff will not accept the Bid and the company will be deemed as non-responsive. Due to the current mandates regarding social distancing to prevent the spread of the Novel Coronavirus Disease, hereafter referred to as COVID-19, the Bids shall be opened, scanned and emailed to all interested bidders. Any Bids received after the time specified above or after any extensions due to material changes shall be returned unopened. Bidders who are interested should email their contact information to Florence Shih, Buyer in the Purchasing Department at fshih@dusd.net.
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents.
5. The District shall award the contract, if it awards it at all, to the lowest responsive and responsible bidder.
6. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the contract, any security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for sixty (60) days after the date of the bid opening.

Downey Unified School District

Food Service Paper Products Bid

Instructions and Conditions – Bid Number 21/22-01

1) PREPARATION OF BID

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Offer bids on each item separately. Prices should be stated in units specified hereon.

2) ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or withdrawal specified time period has elapsed. If incomplete or unsatisfactory to District, the apparent low bid may be rejected at the sole discretion of District.

3) BID SIGNATURES

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

4) REQUIRED DOCUMENTATION

Suppliers must complete and return the following documents with their bid:

- Signed Bid
- Suspension and Debarment Certification form
- Certification Regarding Lobbying form
- W-9
- Certificates of liability insurance with DUSD named as additionally insured.
 - General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate
 - Auto Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate
 - Worker's Compensation/Employer's Liability- \$1,000,000 per accident for bodily injury or disease.
- Non-Collusion Declaration
- Iran Contracting Act Certification, if contract value is \$1,000,000 or more
- Workers' Compensation Certification
- References Form

5) EQUAL PRODUCTS.

The use of a product name, or any special brand or make, in describing a product does not restrict bidders to that product. An equal of the named product will always be given due consideration. The "or equal" product must be equal or better in quality, utility and all other requirements to the manufacturers or brands specified. Bidders must note the product on their bids and provide sufficient evidence proving equivalency to the District. If a make, brand or manufacturer is not stated, it is understood that the specific product has been bid as specified. All items offered must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding brands other than those specified, the Bidder must

state on the bid the brand, quality, model number, or other trade designation on each item offered other than "as specified" At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid . Suitability and valuation of "equals" rests in the sole discretion of the District.

6) SAMPLES

Where bidder is bidding brands other than those specified, the Bidder must provide samples with the bid at no charge to the District. Each item shall be properly identified as to supplier, and item number. Failure to provide samples as requested shall be cause for rejection of the bid. Samples from successful bidder may be retained for comparison with deliveries. Samples will be returned at bidder's expense provided a request accompanies the samples and provided the samples are not destroyed by tests.

7) PATENTS, ETC.

The supplier shall hold the Downey Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

8) REQUIRED DELIVERY DATES (RDD)

Actual delivery of the equipment or services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Bid Sheets. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items.

9) SALES TAX

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

10) WARRANTY/QUALITY

The supplier, manufacturer, or his assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

11) INSPECTION OF FACILITIES.

As part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract. After such inspection, if a representative of the District determines the bidder may not be capable of providing proper and satisfactory service/product to the District, the bidder may not be considered for an award. Additionally, the District reserves the right to inspect the facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the supplier vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

12) NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Suppliers shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

13) INVOICING/PAYMENT

Invoices must be fully itemized showing quantity, packaging, unit price and extended cost for each item. Monthly statements are to be submitted to the Downey Unified School District c/o Accounts Payable Department, PO Box 7017, Downey, CA 90241. Non-food items are to be billed on separate invoices.

14) ADDITIONAL ITEMS

During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity, which shall not exceed the actual cost plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.

15) ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on the bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. 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.

16) QUESTIONS

All questions about the meaning or intent of the Contract Documents are to be directed via email to the District's Director of Purchasing Services, Darren Purseglove at dpurseglove@dusd.net. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda and emailed, faxed, mailed, or delivered to all bidders recorded by the District as having received the Contract Documents. Questions received less than SEVEN (7) calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- a. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- b. Each bidder must acknowledge each addendum in its Bid Form and Proposal by number or its bid shall be considered non-responsive. Each addendum shall be part of the Contract Documents. A complete listing of addenda may be secured from the District.

17) BID WITHDRAWAL

Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this

paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date and time set for the opening of bids.

18) AWARD OF BID

The District's Governing Board shall award the contract, if it awards it at all, to the lowest responsive and responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the bidder to whom to award the contract by lot. Award will be evaluated on, but not limited to price, quality, service, time of service, and estimated quantities of products required. The District reserves the right to withdraw or cancel one or more items from this bid before award and proceed with the remaining items as a lot. The District may conduct investigations, as it deems necessary, to determine the bidder's ability to provide products as listed. The bidder shall furnish to the District all such information and data for this purpose as the District may request.

Issuance of this bid in no way constitutes a commitment by the District to award a contract. In no event shall the supplier provide product before receipt of a fully executed copy of a Purchase Order. Should the supplier provide product in advance of receiving written notice that the Contract is approved, any product supplied in advance of the approval date shall be done at the Suppliers risk as a volunteer unless said Purchase Order is so approved. The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

19) BID PROTEST

Any bid protest by any bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the THIRD (3rd) business day following bid opening.

- a. Only a bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

20) PRICING - TERM OF CONTRACT

Minimum contract term is one year or twelve (12) months. Prices bid must stay in effect for twelve (12) months after award of bid and may be extended upon mutual consent of District and supplier for an additional two (2) twelve-month periods in accordance with provisions contained in the Education Code, Sections 39644 (K-12) and 81644 (Community Colleges). A maximum price increase of 5% per contract term may be negotiated subject to existing market conditions. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

21) MULTI-YEAR EXTENSIONS

Subject to the provisions of the previous paragraph, and pursuant to Education Code, Sections 39644 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional twelve-month increments (total potential bid life of 36 months from Board of Education award).

22) ANNUAL APPROPRIATION OF FUNDS

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the District's Board of Education. The District plans and makes appropriations to the District Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

23) CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

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

24) SUBSTITUTIONS AFTER AWARD OF CONTRACT

This contract does NOT allow for substitutions, brand change, or reformulation of any product without written authorization by an Authorized District Representative. If, during the course of the contract there is a manufacturer's brand change or reformulation of the product, the Supplier/Manufacturer representative shall not automatically substitute product. Supplier must submit notification of any changes made to the product to the District by e-mail to Florence Shih, Buyer, at fshih@dusd.net. . Supplier shall submit product specification sheet, Product Formulation Statement, Nutrition Facts, and/or sample upon request for approval consideration prior to any future shipment.

If the new/reformulated product is acceptable, all current terms, conditions, and prices shall remain in effect. Unauthorized substitutions or reformulated product delivered without prior written approval by the District will be returned to Supplier at Supplier's expense. Payment will not be processed for unauthorized substitutions or reformulation. If product is deemed unacceptable, line item will be removed from the contract.

25) SUPPLIER SELECTION

The Downey Unified School District specifically reserves the right to evaluate, in its absolute discretion, the total bid of each bidder so as to select the company/companies which will best serve the needs of the District, thus ensuring that the best interest of the District and its tax paying public will be served.

The Downey Unified School District reserves the right to inspect the facilities of the bidder prior to award of contract, and, if the District determines, after such inspection, that the bidder is not capable of performance satisfactory to the District, the bid will not be considered.

26) REFERENCES

Bidders will be judged in part on their experience providing similar product and service to those requested. Bidders shall include references, with name and contact number for three (3) unified school districts that are similar to DUSD in size and geographic location.

27) TERMINATION

- a. **For Convenience by District.** The District may terminate this contract at any time for any reason with 30 days written notice to the bidder. Written notice by District shall be sufficient to terminate contract. Notice shall be deemed given when received by the Bidder or no later than three (3) days after the day of mailing, whichever is sooner.
- b. **With Cause by District.** Failure on the part of the successful bidder to meet contract requirements shall be cause for cancellation of the contract. The District reserves the right to cancel the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory products; performance of service and/or provision of quality products. Written notice by District shall contain the reasons for such intention to terminate, and unless within (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of the three (3) calendar days cease and terminate. The District shall hold the successful bidder liable and responsible for all damages, which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to District by the successful bidder. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

28) HOLD HARMLESS

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

29) DEBARMENT/LOBBYING CERTIFICATION

Per the attached bulletin from the State of California, as a school food authority, this bid requires that each responding bidder include completed certification statements regarding debarment and lobbying.

30) 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 (\$1,000,000.00) or more if the

Vendor/Bidder engages in investment activities in Iran. For bids one million dollars (\$1,000,000.00) 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.

31) CLEAN AIR ACT. Distribution must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

32) ENERGY POLICY AND CONSERVATION ACT. Bidder must be in compliance with the requirements of the Energy Policy and Conservation Act. Documentation of such must be provided upon request.

33) 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, 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 the [Filing a Program Discrimination Complaint as a USDA Customer page](#), 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.

34) EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The Downey Unified School District is an Equal Employment Opportunity Employer, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United State Code which protect persons against discrimination.

35) FAIR EMPLOYMENT PRACTICES

In the performance of this bid, the supplier will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability, or national origin. The supplier will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, ancestry, sex, age, condition of disability, national origin or other prohibited reason. Such action shall include, but not limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The supplier shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section. The supplier will permit access to their records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of the Contract.

36) PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the supplier, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Downey Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this request for bids.

<p><u>Exclusions:</u></p>

(Please initial one)

Piggyback option granted _____

Piggyback option not granted _____

Vendor _____

Signature _____

Downey Unified School District

Food Service Paper Products Bid

EXHIBIT A

Ordering Information:

- Indicate if you have minimum order quantities.
- Indicate order quantities required to receive price breaks if any.

	Description	Brand	UOM	Estimated Usage	Brand Quoted	Quoted Cost including Delivery
1.	Bag Sealing Tape roll; 3/8"x180 yds, 27 lbs./in. tensile strength minimum		roll	700		
2.	Bag, 10" x 12" Poly, 1.5mil, low density, flat	Elkay Plastics #15F-1012	1000/cs	200		
3.	Bag, 7" x 10" Saddle Pack Deli; high density, 1" lip, 2" flip; .0005 gauge	Elkay Plastics #DP0710	2000/cs	650		
4.	Bag, T-shirt plastic; 11.5"x 6.5"x21.5"; approved for direct food contact packaging; white; die cut handle, side gusset, bottom seal		cs	1,000		
5.	Bag, 8# white paper lunch		500/pkg	3,000		
6.	Bowl, Micro, Black, 12oz - 5.75"	Anchor Incredi-Bowls #4605817	500/cs	400		
7.	Box; 16/8 White Pizza Slice	Dopaco #1870	400/cs	50		
8.	Bun Pan Cover Bag, 27" x 37"	Elkay Plastics #BOR2737HD	200/roll	30		
9.	Bun Rack Cover; 52" x 80"	Food Handler #22-SB52D	50/cs	20		
10.	Container, 28oz. Black, injection molded w/ lid; rectangular; microwave, freezer safe	Karat IM-FC1028B	50/cs	50		
11.	Container, Hinged Utility, 5" x 5" x 1-5/8"	Polar Pak 09509	500/cs	125		
12.	Container, sandwich wedge, clear, hinged w/ flat lid; 6 5/8" x 3 9/16" x 3 3/8"	Anchor 4511019	250/cs	50		
13.	Containers, 32oz deli, clear, hinged w/ flat lid; 7 1/4" x 6 3/8" x 2 5/8"	Genpak #AD32	200/cs	50		
14.	Cup, 10oz Clear Soft	Solo TP10D	1000/cs	100		
15.	Cup, Portion, 1.5oz TRANS (PS)	Solo P150N	2500/cs	100		

Vendor _____

Signature _____

	Description	Brand	UOM	Estimated Usage	Brand Quoted	Quoted Cost including Delivery
16.	Cup, Portion, 5.5oz TRANS (PS)	Solo P550N	2500/cs	75		
17.	Film, 18" x 2000', Metro PVC	Reynolds Metro 914M	roll	40		
18.	Foil bag, Hot Dog	Bagcraft 300456	1000/cs	75		
19.	Foil, 10.5" x 14" Red Design Cushion	Bagcraft 300842	1000/cs	15		
20.	Foil bag, Chicken	Bagcraft 444492	1000/cs	50		
21.	Foil bag, Spicy Chicken		1000/cs	40		
22.	Foil bag, Hamburger	Bagcraft 300527	1000/cs	25		
23.	Foil bag, Cheeseburger	Bagcraft 300529	1000/cs	40		
24.	Foil, Heavy Duty 18"x1000'	Handi Foil Medalion 11807	roll	25		
25.	Hairnet, 22" Brown		1440/cs	60		
26.	Labels, Food Rotation; dissolvable; 1.25" x 2"	Cambro 1252SLB	roll	250		
27.	Lid, Clear, 1.5-2.5oz	Solo PL2N	2500/cs	100		
28.	Lid, Clear, 3.25-5.5oz	Dart Conex PL4N	2500/cs	75		
29.	Lid, Micro Dome for 12-24oz bowls, 5.75" PP	Anchor Incredi-Bowls #LH5800D	500/cs	400		
30.	Lid, No Slot for 10oz cup	Solo 610TP	1000/cs	100		
31.	Pail, Micro, Pint	Golden West GWP-16FP-PMW	450/cs	200		
32.	Pan Liner, 16-3/8" x 24-3/8"	Paterson GPQ 2405161	1000/cs	50		
33.	Pansaver, 4" Deep; Full Pan	PanSaver 42001	100/cs	15		
34.	Pansaver, 6" Deep, Full Pan	PanSaver 42002	50/cs	50		
35.	Scouring Pad, 6" x 9", General Purpose		60/cs	100		
36.	Sporckettes; spork, napkin		1000/cs	2,500		
37.	Therm Probe wipes; isopropyl	CDN PW200	200/box	250		
38.	Towel, Foodservice, disposable; multi-use w/ anti-microbial treatment, 12" x 23.4"	WypAll 006280	150/cs	600		
39.	Tray, 5# Food, Red Plaid	Huhtamaki 35122048	500/cs	2,000		
40.	Tray, 5 Compartment, 8.5" x 12.5" x 1", recyclable; NO polystyrene	Chinet 22025	500/cs	2,500		

Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 Code of Federal Regulations Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
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 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 bid 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 bid that it will include the clause titled A 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 SAM Exclusions.
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.

I. Certification

1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are 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 bid.

Downey Unified School District

Name of School Food Authority

Bid #21/22-01 Food Service Paper
Products

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title	Signature	Date
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Certification regarding lobbying for federal grants in excess of \$100,000

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 *Code of Federal Regulations (CFR)* Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the *U.S. Code*, and implemented at 34 *CFR* Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 *CFR* Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- a. 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. 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 Lobbying Activities"](#) (DOC), in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Downey Unified School District
Name of School Food Authority

Bid #21.22-01 Paper Products

Printed Name	Title	Signature	Date
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NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

The undersigned declares:

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

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]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$1 MILLION OR MORE

(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: 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. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

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

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

Printed Name and Title of Person Signing

Date Executed	Executed in
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OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

Printed Name and Title of Person Signing Date Executed

WORKERS' COMPENSATION CERTIFICATION

BID NO. 21/22-01 Paper Products between the Downey Unified School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

Downey Unified School District

Bid 21/22-01 Paper Products

REFERENCE FORM

Bidder Name: _____

Reference Information:

Organization: _____

Contact Name: _____

Title: _____

Phone number: _____

Email: _____

Date: _____

Please respond to these questions regarding your relationship to the Bidder listed above. If you are estimating the information provided, please state accordingly.

	QUESTION	RESPONSE
1.	What is the nature of your (or your organization's) relationship with the bidder?	
2.	If you are a K-12 school district, how many students are enrolled in your organization?	
3.	How many years have you worked with the bidder listed? Please list dates if available.	
4.	Did the bidder supply food service items to your organization?	Y / N
5.	How would you rate your overall experience with the bidder on a scale of 1-5 (1=Extremely Poor to 5=Excellent)?	

Additional Comments: