

**NOTICE INVITING BIDS**  
**PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**

**Bid # 15-16-116**

The Covina-Valley Unified School District, acting on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group Co-Op, will receive sealed Bids concerning paper products for School Food Service Programs. Paper products will be delivered to single or multiple locations at 19 school districts.

Specifications and bid forms may be obtained from the following address.

Purchasing Department  
Covina-Valley Unified School District  
519 E. Badillo Street  
Covina, CA 91723  
ATTN: Robin Harbert (626) 974-7600, Ext. 2128  
[www.cvusd.k12.ca.us](http://www.cvusd.k12.ca.us)

All Bids shall be submitted to the same address by June 7, 2016 at 1:00pm

COVINA-VALLEY UNIFIED SCHOOL DISTRICT



Robin Harbert, Assistant Director of Purchasing

Publish: **May 10, 2016**  
**May 17, 2016**

**NOTICE INVITING BIDS**  
**PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**  
**Bid #15-16-116**

The Covina-Valley Unified School District, acting on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group Co-Op, will receive sealed Bids concerning paper products for School Food Service Programs. Paper and plastic will be awarded to one vendor, and film will be awarded by line item. Paper products will be delivered to single or multiple locations at 19 school districts.

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

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

The purchasing districts may chose to use any of the proposed products to the benefit of their District.

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

It is anticipated that the winning vendor will be awarded a contract for paper and plastic, and/or film supplies with an effective date of August 1, 2016 and a term of one-year with the opportunity for two additional one-year extensions (potential Bid life of three years) upon mutual consent of the awarding agency and the vendor. Please carefully read the attached **Instructions and Conditions** for additional information.

Your response to this Request for Bid is due no later than June 7, 2016 at 2:00 P.M. at the following location:

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

Questions regarding this Bid may be directed to Covina-Valley Unified School District, Robin Harbert, Purchasing Department, [rharbert@cvusd.k12.ca.us](mailto:rharbert@cvusd.k12.ca.us), (626) 974-7600, Ext. 2128 or Michael Burns, Nutrition Services Director at (626) 974-7600, Ext. 2132. Thank you for your participation in this Bid process. The deadline for questions is Friday, May 27, 2016 at 2:00pm

Robin Harbert  
Assistant Director of Purchasing

**Covina-Valley Unified School District**

Purchasing Department  
519 E. Badillo Street  
Covina, CA 91723

DATE: **May 10, 2016**  
SUBJECT: **Bid #15-16-116**  
FOR: **Paper Products for School Food Service Programs**

Bid Opening Date: **June 7, 2016** Time: **2:00 P.M.**

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

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

If further information is desired, email at [rharter@cvusd.k12.ca.us](mailto:rharter@cvusd.k12.ca.us) or call the Purchasing Department at (626) 974-7600, Ext. 2128 or Nutrition Services at (626) 974-7600, Ext. 2132.

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

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

**NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.**

This form is to be submitted with your Bid.

**Bid #15-16-116**  
**PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**

**INSTRUCTIONS AND CONDITIONS – TO BIDDERS**

**1. Preparation of Bid Form**

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

All bids shall be submitted in sealed envelopes bearing on the outside the name and address of bidder and indicate Paper Products for School Food Service Programs Bid #15-16-116. You must provide an electronic copy of the bid Exhibit C and/or D spreadsheet with your bid. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for the receipt of bids will be returned to the bidder unopened. Fax Bids will not be accepted.

**2. Errors and Corrections**

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

**3. Tests and Samples**

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

**4. Sales Tax**

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

**5. Delivery**

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

**6. 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. Awarded bidder shall base pricing of non-bid items at the same markup rate as the bid items and provide proof of the markup.

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.

**7. Quantity and Quality of Materials or Services.**

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

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**PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**

**INSTRUCTIONS AND CONDITIONS – REQUEST TO BIDDERS (cont'd)**

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

**8. 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.

**9. Failure to Fulfill Contract**

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

**10. 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.

**11. Cancellation for Insufficient or Non-Appropriated Funds**

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

**12. Inferior Product**

The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The 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.

**13. 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

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**INSTRUCTIONS AND CONDITIONS – REQUEST TO BIDDERS (cont'd)**

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

**14. Required Delivery Dates**

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

**15. Hold Harmless**

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

**16. Warranty/Quality**

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

**17. Invoices and Payment.**

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

**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. District's Right to Terminate Contract.**

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

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**INSTRUCTIONS AND CONDITIONS – REQUEST TO BIDDERS (cont'd)**

**20. Pricing – Term of Contract**

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and vendor for an additional two (2) one-year periods. A maximum price change equal to the documented amount of the manufacturer's increase to all Distributors may be allowed with mutual agreement of the San Gabriel Valley Food Services Cooperative Purchasing Group Co-Op districts. 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 **Paragraph 20** (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).

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

The Covina-Valley Unified School District will order weekly for weekly deliveries. The participating San Gabriel Valley Food Services Cooperative Purchasing Group Co-Op districts will set their own delivery schedules and numbers of deliveries. See Exhibit A. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those orders. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

**23. 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.

**24. Piggyback Clause**

For the term of the contract and any mutually agreed extensions pursuant to this request for bid, **at the option of the vendor and the Covina-Valley Unified School District**, other school districts may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) of the Public Contract Code.

The Covina-Valley 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.

**25. Non-Collusion Declaration**

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

**26. Bid Protest Procedure**

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

**27. Deadline for Questions**

The deadline for questions regarding the Nutrition Services Paper Bid is May 27, 2016 at 2:00pm.

**28. Tobacco-Free District**

The Covina-Valley Unified School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) and alcoholic beverages are prohibited at all times on all areas of District

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**INSTRUCTIONS AND CONDITIONS – REQUEST TO BIDDERS (cont'd)**

property and in District vehicles. Each bidder submitting a bid shall execute an alcoholic beverage and tobacco-free District form Exhibit E attached hereto.

**29. Drug Free District**

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

**30. IRS Requirements**

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

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

**31. Equal Bids**

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

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

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

**33. Liquidated Damages**

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

**34. Equal Employment Opportunity**

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



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**INSTRUCTIONS AND CONDITIONS – REQUEST TO BIDDERS (cont'd)**

for training, including apprenticeship. Bidder must sign the AFFIRMATIVE ACTION POLICY which must be attached and become a part of the bid.

**35. Comprehensive General Liability Insurance**

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

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

**36. Assignment of Contract**

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

**37. Compliance with Laws**

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

**38. Addenda or Bulletins**

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

**39. Withdrawal of Bids**

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

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**INSTRUCTIONS AND CONDITIONS – REQUEST TO BIDDERS (cont'd)**

**ADDITIONAL INFORMATION;**

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

Robin Harbert, Purchasing, at [rharbert@cvusd.k12.ca.us](mailto:rharbert@cvusd.k12.ca.us) or (626) 974-7600, Ext. 2128  
or Michael Burns, Director of Nutrition Services, at (626) 974-7600, Ext. 2132  
Covina-Valley Unified School District  
519 E. Badillo Street  
Covina, California 91723

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

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**EXHIBIT "A"**

**San Gabriel Valley Food Services Cooperative Purchasing Group Co-Op Information**

Alhambra USD

Vivien Watts  
1515 W. Mission Rd.  
Alhambra, CA 91803  
626.943-6590  
FAX 626.943-8042

[Watts\\_Vivien@ausd.us](mailto:Watts_Vivien@ausd.us)

Duarte USD

Brian Volz  
1620 Huntington Drive  
Duarte, CA 91010  
626.599-5022  
FAX 626.599-5068  
Cell 626-768-1334

[bvolz@duarteusd.org](mailto:bvolz@duarteusd.org)

Rosemead School District

Krista Dixon  
3907 Rosemead Blvd., Ste. 130  
Rosemead, CA 91770  
626.312-2900 x255  
FAX 626.307-6178

[kdixon@rosemead.k12.ca.us](mailto:kdixon@rosemead.k12.ca.us)

Arcadia USD

Kathleen Ashworth  
Office: 35 Saint Joseph  
150 S. Third Avenue  
Arcadia, CA 91007  
626.821-8322  
FAX 626.574-3828

[kashworth@ausd.net](mailto:kashworth@ausd.net)

El Monte City SD

Robert Lewis  
3246 Meeker Avenue  
El Monte, CA 91731  
626.453-3733  
FAX 626.350-4860

[rlewis@emcsd.org](mailto:rlewis@emcsd.org)

San Gabriel USD

Isabel Millan  
408 Junipero Sierra Drive  
San Gabriel, CA 91776  
626.451-5453  
FAX 626.285-7333

[millan\\_i@sgusd.k12.ca.us](mailto:millan_i@sgusd.k12.ca.us)

Azusa USD

Stella Ndahura  
546 S. Citrus Avenue  
Azusa, CA 91702  
626.732-8057  
FAX 626.732-4362

[sndahura@azusa.org](mailto:sndahura@azusa.org)

El Monte Union HSD

Suzy Sayre  
S. El Monte HS  
3537 Johnson Avenue  
El Monte, CA 91731  
626 258-5771  
FAX 626.455-0418

[suzy.sayre@emuhsd.org](mailto:suzy.sayre@emuhsd.org)

San Marino USD

Carolle Thompson  
1665 West Drive  
San Marino, CA 91108  
626.299-7000 x323  
FAX 626.299-7017

[cthompson@smusd.us](mailto:cthompson@smusd.us)

Baldwin Park USD

Rosa Estrella  
3699 N. Holly Avenue  
Baldwin Park, CA 91706  
626.962-3311  
FAX 626.856-1901

[rmestrella937@bpusd.net](mailto:rmestrella937@bpusd.net)

Glendora USD

Stacy Johnson  
500 N. Lorraine  
Glendora, CA 91741  
626.963-1611 x388  
FAX 626.852-4526

[sjohnson@glendora.k12.ca.us](mailto:sjohnson@glendora.k12.ca.us)

South Pasadena USD

Michelle Curry  
1020 El Centro Street  
South Pasadena, CA 91030  
626.441-5820 x2950  
FAX 626.441-5828

[mcurry@spusd.net](mailto:mcurry@spusd.net)

Burbank USD

Kathy Sessinghaus  
1900 W. Olive Avenue  
Burbank, CA 91506  
818.729- 4539  
FAX 818.729-4570

[Kathysessinghaus@burbankusd.org](mailto:Kathysessinghaus@burbankusd.org)

Garvey SD

Richard Marchini  
2730 N. Del Mar Ave  
Rosemead, CA 91770  
626.307-3407  
FAX 626.927-5024

[rmarchini@garvey.k12.ca.us](mailto:rmarchini@garvey.k12.ca.us)

Temple City USD

Cheri Chan  
9700 Las Tunas Drive  
Temple City, CA 91780  
626.548-5010  
FAX 626.548-5025

[cchan@tcusd.net](mailto:cchan@tcusd.net)

Charter Oak USD  
Natacha Morales  
20240 Cienega Avenue  
Covina, CA 91724  
626.966-8331 x234  
FAX 626.967-9580  
Cell 626.483-3753  
[nmorales@cousd.k12.ca.us](mailto:nmorales@cousd.k12.ca.us)

Mountain View SD  
Susan Delgado  
3320 Gilman Road  
El Monte, CA 91732  
626.652-4086  
FAX 626.652-4089  
[sdelgado@mtview.k12.ca.us](mailto:sdelgado@mtview.k12.ca.us)

West Covina USD  
Corina Ulloa  
1717 W. Merced Avenue  
West Covina, CA 91790  
626. 939-4600 x4657  
FAX 626. 939-4194  
[culloa@wcusd.org](mailto:culloa@wcusd.org)

Covina-Valley USD  
Michael Burns  
519 E. Badillo Avenue  
Covina, CA 91722  
626.974-7600 x2132  
FAX 626.974-7046  
[michaelburns@cvusd.k12.ca.us](mailto:michaelburns@cvusd.k12.ca.us)

**Bid #15-161-16**  
**PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**

**EXHIBIT "B"**

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

The undersigned declares:

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

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

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

In signing below, bidder covenants that it has complied with the signature requirements described in Section 4 of the Information for Bidders.

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

\_\_\_\_\_  
Name of Contractor (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Paper Products for School Food Service Programs**

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

**Bid #15-161-16**  
**PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**

**EXHIBIT "E"**

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

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

**Paper Products for School Food Service Programs**

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

**Bid #15-161-16**  
**PAPER PRODUCTS FOR SCHOOL FOOD SERVICE PROGRAMS**

**EXHIBIT "F"**

**CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

I also understand that if the 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

**Paper Products for School Food Service Programs**

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