



## INVITATION TO BID

**Bid# 12-24-25**

**Paper Supplies**

<b>Bid Issued</b>	April 17, 2025
<b>Publication</b>	<u>Paramount Journal</u> April 17 and April 24, 2025
<b>Deadline for Questions</b>	April 29, 2025, by 1:00 PM
<b>Responses to Questions</b>	May 1, 2025, by 1:00 PM
<b>Proposal Deadline</b>	May 6, 2025, by 9:00 AM

**Paramount Unified School District**  
**Student Nutrition Services Department**

To: Paramount Journal Attn: Legal Notices	This legal notice is to be published on the following date:  FIRST PUBLICATION: April 17, 2025 SECOND PUBLICATION: April 24, 2025
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### **NOTICE OF BID**

Notice is hereby given that the Board of Education for THE PARAMOUNT UNIFIED SCHOOL DISTRICT, Paramount, CA (Los Angeles County), will receive bids for the following:

#### **Bid #12-24-25 – Paper Supplies**

Sealed bids must be marked with the title and returned prior to **9:00 a.m. on May 6, 2025**, to the Paramount Unified School District, Purchasing Department, 8555 Flower Street, Paramount, CA 90723. Bids received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) or emailed copies of bids or related documents will not be accepted.

The Invitation to Bid information packet may be obtained from the Paramount Unified School District Purchasing Office, 8555 Flower Street, Paramount, CA 90723, (562) 602-8098, visit the Paramount USD Purchasing website at: <https://bit.ly/ParamountUSD Purchasing> or contact Purchasing via email at [purchasing@paramount.k12.ca.us](mailto:purchasing@paramount.k12.ca.us).

The Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of the bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

**Julian Solis**

Assistant Director of Purchasing

## NOTICE TO BIDDERS

Notice is hereby given that, on behalf of Paramount Unified School District, Purchasing Department will receive sealed bids on behalf of the Board of Education for the procurement of the following:

### **Bid #12-24-25 PAPER SUPPLIES**

Sealed bids must be delivered to the Purchasing Department, Paramount Unified School District; 8555 Flower St., Paramount, CA 90723 9:00 AM on May 6, 2025. Bids shall be opened in public on the above date, time and location.

The District is not responsible for bids sent via U.S. Mail, UPS, FedEx or by any other delivery service. It is the vendor's responsibility to ensure that the bid is delivered to the Purchasing Office. Each bid must conform and be responsive to the contract documents. No bid may be withdrawn for sixty (60) days.

The District reserves the right to reject any or all bids, to waive any discrepancy or technicality, and to award the contract for goods or services by line item, category, all or nothing, or no award. The award of contract, if made by the District will be to one or more qualified firm(s) who's 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 District, taking into consideration all aspects of the contractor's response.

### **PROJECT SCHEDULE**

All events are held at Paramount Unified School District, Purchasing Department.

Thursday, April 17, 2025	Bid Release – Week 1 Advertisement
Thursday, April 24, 2025	Week 2 - Advertisement
Tuesday, April 29, 2025, 1:00 p.m. (PST)	Deadline for Questions
Thursday, May 1, 2025, 1:00 p.m. (PST)	Questions & Answers Released
<b>Tuesday, May 6, 2025, 9:00 a.m. (PST)</b>	<b>Bid Submission Deadline</b>
Friday, May 9, 2025	Intent to Award
Wednesday, June 11, 2025	Board Approval
Thursday, June 12, 2025	Notice of Award

**Contact:** *(for Bid questions and procedures)*

Robert Martinez, Senior Buyer

ramartinez@paramount.k12.ca.us

**BID SIGNATURE PAGE**

**Bid #12-24-25 PAPER SUPPLIES**

**Bid Submission Deadline: May 6, 2025, at 9:00 A.M**

This bid is for Paper Supplies to be used in federal and state funded nutrition programs at Paramount Unified School District ("District").

Before submitting a bid for consideration please read the Instructions, Required Bid Documents, and Contract Agreement and thoroughly understand the scope of this project. Submit all bids in a sealed envelope showing the Company Name, Bid Name & Number, Submission Due Date and Time. Bids must arrive at the District at the indicated address, date and time.

If further clarification is required, please email all inquiries to Robert Martinez at [ramartinez@paramount.k12.ca.us](mailto:ramartinez@paramount.k12.ca.us). Phone calls will NOT be accepted. All inquiries must be made in writing.

The undersigned hereby propose and agrees to furnish and deliver the goods and/or services as quoted in accordance with the terms, conditions, specifications, and prices.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***Include this completed page in your bid.***

## **BIDDER'S CHECKLIST**

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. Original documents are required. Fax or email documents will not be accepted under any circumstances.

***All of the listed items must be returned to constitute a complete bid package.***

Cover Letter (provide your own documents)	
Bid Signature Page	
Bidder's Checklist	
Contract Agreement	
Bid Form	
Reference List	
Public Liability and Property Insurance (must be provide prior to commencement of contract)	
Non-Collusion Affidavit	
Product Recall Program (provide your own documents)	
Certification Regarding Debarment, Suspension, Ineligibility	
Disclosure of Lobbying Activities	
Iran Contracting Act of 2010 Compliance Affidavit	
Bid Sheets (EXCEL)	
Amendments and/or Addendums: In the event that amendments or addendums are released regarding this bid, carefully follow instructions on each document regarding required return.	

Completed By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Include this completed page with your Bid Documents***

## **REQUIRED BID DOCUMENTS**

**Submit all of the following documents with your bid.**

**1. Cover Letter (3 single sided pages maximum)**

Include the following components in the cover letter:

- i. Bid number in the beginning of the letter.
- ii. Brief statement of interest summary of relevant qualifications to engage in a professional relationship with Paramount Unified School District.
- iii. 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 submitted bid."*
- iv. Name and Nature of Distributor'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.
  - Distributor name
  - Address
  - Name of contact person
  - Phone number
  - Email address
  - Year Distributor was established
  - Number of employees
  - Website/Online ordering
  - Signature of authorized officer or person
  - Corporate seal (if a corporation)

**2. Bid Signature Page:** An authorized officer or person shall sign the Bid under the correct firm name.

**3. Bidder's Checklist:** A checklist for required Bid forms is included. Complete and submit with this Bid.

**4. Contract Agreement:**

- a. The 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.
- b. Bidders are required to fill in the blank lines in the contract to complete the bid.
- c. No Bids shall receive consideration by the District unless this contract agreement is completely filled out and signed with the bid.

**5. Bid Form:** Prospective Distributors are encouraged to respond in detail to each of the questions listed on the form.

6. Reference List: Please provide the contact information for a minimum of 3 like-size School District Food & Nutrition Services.
7. Public Liability and Property Insurance: Distributor shall maintain during the life of the contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under the contract. The minimum amounts of such insurance shall be as herein set forth. Distributors are required to furnish certificates of insurance prior to start of work.
- i. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
  - ii. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
  - iii. Insurance certificate must name the District as additional insured.
  - iv. iv. Certificate to be submitted by vendor must be submitted prior to award.
8. Non-Collusion Declaration: Distributors on this contract are required to submit a Declaration of Non-Collusion with the bid. This form is included in the bid package and must be signed under the penalty of perjury and dated.
9. Product Recall Program: A copy of the Distributor's Product Recall Program must be submitted with this bid.
10. Certification Regarding Debarment, Suspension, Ineligibility – USDA: This form must be completed and submitted with this Bid.
11. Disclosure of Lobbying Activities: This form must be completed and submitted with this Bid.
12. 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 submit a Bid for any contract with a public entity for goods or services of \$1,000,000 or more if the Vendor/Bidder engages in investment activities in Iran. For Bids in the amount of \$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 200 Compliance Affidavit attached and submit with the Bid.
13. Bid Sheets: No Bid shall receive consideration by the District unless responses are completed for every question/line in the worksheet.

## **INSTRUCTIONS AND CONDITIONS**

The Paramount Unified School District (District) will consider Bids from responsive and responsible vendors interested in providing Paper Supplies for use in federal meal programs served to school-aged children in the Paramount Unified School District.

### **1. PREPARATION OF BIDS**

- A. A complete Bid will contain all items listed on the Bidder's Checklist.
- B. Bids must be submitted in ink or typewritten.
- C. All information requested shall be entered in the appropriate space(s) on the Bid form.
- D. Both unit price and extension (where applicable) for all line items must be shown and stated in the units specified herein.
- E. Signatures on Bids must be in original ink to be considered acceptable.
- F. No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing Bid.
- G. Bids must be delivered to the Paramount Unified School District, Purchasing Department; 8555 Flower St, Paramount, CA 90723 no later than 9:00 AM on May 6, 2025.
- H. It is the Bidder's responsibility to ensure that their Bid is delivered on time to the proper location.
- I. Bids must be submitted by the closing date and time specified in order to be considered.
- J. Bids received after the closing date and time will be returned unopened.
- K. Submit Bids in a sealed envelope with the BID number, title, and due date visible on the outside of the envelope.
- L. Original documents shall be submitted; no email, fax, or phone Bids will be accepted.
- M. Prices are considered accurate as written and cannot be changed or withdrawn after the Bid is opened.
- N. Upon submission of Bid documents, all such documents shall become the property of the District.
- O. Verify your Bids before submission as they cannot be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.
- P. Any information not specifically requested will not be considered in the award.

### **2. WITHDRAWAL OF BID**

Any bidder may withdraw his BID personally or by written request, to the Paramount Unified School District Procurement Manager, at any time prior to the scheduled closing time for submission deadline. Any request for withdrawal received after 9 a.m. on May 6, 2025, will not be honored.

### **3. INTERPRETATION OF BID DOCUMENTS**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the District a written request (e-mail) for an interpretation or correction thereof. The person submitting the request will be responsible for prompt delivery. Any interpretation or correction of the contract documents will be made by addendum and posted on the District webpage [www.paramount.k12.ca.us](http://www.paramount.k12.ca.us) by 1:00 PM on May 1st, 2025. It is the Bidders responsibility to check the website for any and all addendums, clarifications, or answers to questions. The District will not be responsible for oral interpretations. All addenda issued during the time of bid shall be incorporated into the Bid automatically



#### **4. TESTS, SUBSTITUTIONS AND SAMPLES**

All items offered as part of this Bid 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 offering brands or products for consideration other than those specified, the Vendor must state on the Bid the brand, quality, or other recognized trade designation on each item Bid other than "as specified". Determination of suitability and valuation of "equals" rests in the sole discretion of the awarding District. When samples are requested, they must be furnished at no charge.

#### **5. SALES TAX**

The District is exempt from payment of Federal Excise Tax. Do not include California State Sales or Use Taxes in unit prices.

#### **6. DISCOUNTS**

In connection with any prompt payment discount specified in this Bid, time will be computed from the date of complete delivery of the good or services as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the District payment/ warrant.

#### **7. PRICE F.O.B.**

Prices will be stated F. O. B. District Destination as stated in paragraph 12 of this document. All freight charges must be included in the Bid price. Any minimum delivery amounts must be listed with the Bid price.

#### **8. FAILURE TO PROPOSE**

If you do not wish to Bid on any line item, please mark "no Bid" in the space provided and sign it and return the Bid, otherwise your name may be removed from the vendors' list.

#### **9. FAILURE TO FULFILL CONTRACT**

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The District reserves the right to cancel any articles or services which the successful vendor may be unable to furnish because of economic conditions, government regulations or other similar causes beyond the control of the vendor provided satisfactory proof is furnished to the District, 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 vendor hereby agrees and acknowledges that monies utilized by the District to purchase the items listed 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. DELIVERIES**

Deliveries are to be made by common transportation carrier, by the successful Bidder's own equipment, or by other means so as to affect prompt delivery. Due care shall be exercised in packing, handling, and shipping to assure arrival of the goods at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing goods not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful Bidder. Frequency of delivery will be determined by the needs of the District and will be interspersed throughout the contract year. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to ensure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the bid forms. Deliveries made to the district warehouse located at 8555 Flower St, Paramount, CA 90723, will be accepted Friday, between the hours of 6:30 AM - 1:00 PM. See appendix for delivery schedule.

## **13. PAYMENT**

Prompt payment for delivered items may be requested after actual delivery of goods to the required destination as outlined in the conditions.

## **14. HOLD HARMLESS**

The vendor shall save, defend, hold harmless and indemnify the District and its members 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 vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor. Refer also to the Provisioning Contract.

## **15. AWARD OF BID**

Award of this bid shall be made to the lowest responsible vendor who is fully responsive to the terms of this solicitation. A vendor must deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

## **16. SOLICITATION PROTEST PROCEDURES**

Any actual or prospective bidder may protest a bid award if he/she believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed in writing with the Procurement Manager or designee before 4 p.m. on the third business day following the District's Intent to Award. Such protests must include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the Procurement Manager.

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.

In the event of a timely protest, the District shall not proceed further with the solicitation or award of the contract until the protest is resolved.

The District shall review the documents submitted with the Bidder's claims and render a decision in writing within five (5) working days. The District may also convene a meeting with the Bidder in order to attempt to resolve the problem.

If the Bidder is not satisfied with the Department's decision, the Bidder may appeal to the District's Assistant Superintendent of Business Services. The District shall provide notice to the Bidder of the date and time of the appeal meeting at least three business days before the meeting. The Assistant Superintendent's decision shall be final. The following shall be provided to the Assistant Superintendent for review:

1. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.
2. A specific description of each action by the district that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified.
3. A precise statement of the relevant facts.
4. A statement of any issues of law or fact that the protesting party contends must be resolved.
5. A statement of the argument and authorities that the protesting party offers in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to the District and all other identifiable interested parties.

The District's Assistant Superintendent may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal. The District may solicit written responses to the protest from other interested parties.

If the protest is not resolved by mutual agreement, the District's Assistant Superintendent shall issue a written determination that resolves the protest.

1. If the District's Assistant Superintendent determines that no violation of statutory or regulatory provisions has occurred, then the district shall inform the protesting party and other interested parties by letter that sets forth the reasons for the determination.
2. If the District's Assistant Superintendent determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, then the District shall inform the protesting party and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.
3. If the district determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has been awarded, then the District shall inform the protesting party and other interested parties of that determination by letter that details the reasons for the determination. This letter may include an order that declares the contract void.

The District shall maintain all documentation on the purchasing process that is the subject of a protest or appeal in accordance with the retention schedule of the District.

#### **17. WARRANTY/QUALITY**

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

#### **18. PRICING - TERM OF CONTRACT**

The contract term is one (1) year from July 1, 2025, to June 30, 2026. Quoted prices must stay in effect for one (1) year beginning on July 1, 2025, and may be extended upon mutual consent of the awarding District and vendor for an additional two (2) one-year periods (total bid life of three years) in accordance with provisions contained in the California Education Code, Section 17596. A maximum price change not to exceed three percent (3%) as documented by manufacturers' increases to vendor or the change in the Los Angeles CPI as published between January 1 and January 31 of each qualifying year may be negotiated subject to existing market conditions. The request for a price change must be submitted in writing and include justification for the request. The vendor must notify the District in writing of price changes at least forty-five (45) days prior to the contract renewal date. The District reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the District. If cancelled, the service will be resolicited. In the event of a general price decrease in the relative commodity marketplace or in the CPI, the awarding District reserves the right to revoke the bid award unless the decrease is passed on to the District.

#### **19. MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS ARE AT THE DISCRETION OF THE DISTRICT**

The District has estimated usage for each item based on the experience of a one-year period. It is not guaranteed that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. It is to be understood that these figures are estimates and will be considered in making the award. ***Vendors shall explicitly specify minimum or maximum quantities or charges for order types; it is at the District's discretion to determine if the minimum or maximum is agreeable.*** If the minimum or maximum is deemed unacceptable by the District the item(s) will be awarded to the next lowest Bidder. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

#### **20. CONTRACT EXCLUSIVE**

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

#### **21. ORDERS**

Orders will be issued throughout the contract year to the successful vendor for the requirements as needed for the District.

#### **22. INVOICING**

Invoices must accompany orders.

## **23. TERMINATION OF CONTRACTS/PURCHASE ORDERS**

The District reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) day written notice or may terminate without cause giving a thirty (30) day written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service or product quality. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order to contract.

## **24. NON-COLLUSION AFFIDAVIT**

Each vendor submitting a bid shall execute and deliver a non-collusion affidavit in the form attached hereto. Failure to submit such non-collusion affidavit could be grounds to reject a bid as non-responsive.

## **25. EVIDENCE OF RESPONSIBILITY**

The District requires the name of three (3) like-size school district references for whom similar supplies were provided during the previous year, or other current or past customers, and reserves the right to inspect the physical warehouse.

## **26. SANITARY CONDITIONS**

Storage & Delivery of products must be utilizing sanitary best practices. Delivery vehicles shall have the name of the vendor prominently displayed and shall ensure that all personnel are properly licensed and trained to perform such work. Product delivered under this bid shall be protected against time and temperature abuse, vermin, and any other source of contamination. Delivery vehicles shall be clean, free of trash, food debris, spills, and free from vermin.

# **CONTRACT AGREEMENT**

## **BID #12-24-25 PAPER SUPPLIES**

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Paramount Unified School District (the "District") and

\_\_\_\_\_  
Distributor/Contractor Name (Hereinafter referred to as "Distributor")

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City / State / Zip Code

### **RECITALS**

The District and successful Bidder hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from the successful Bidder, 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, 2025 through June 30, 2026.

### **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 District(s) reserve the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years.

The initial contract period for this BID will be July 1, 2025 through June 30, 2026, with the option to renew for up to two (2) additional years, in one (1) year increments (Extension 1: July 1, 2026 to June 30, 2027 and Extension 2: July 1, 2027 to June 30, 2028), in accordance with Education Code Section 81644. District's Board of Education reserves the right to not renew the contract at the end of each annual period. Prices are to be the price at which the item will be sold to the District.

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 District. Such renewal will be made by notifying the Distributor, in writing, forty-five (45) days prior to the expiration of the contract. The product cost 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 Distributor's request to increase the current price will be evaluated and considered when such adjustments are requested. The District(s) reserves the right to reject any such request and re-solicit and/or terminate said contract within the provisions of the existing agreement. Price adjustments may be accepted or rejected by the District. Increases in price(s) in this BID may not exceed 3% as supported by documented manufacturer increases to vendor or the increase in the Consumer Price Index Urban for the Los Angeles/Long Beach/Orange County 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-Riverside-Orange County, 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. Justification for price changes must be submitted to District for approval.

## **DISCONTINUANCE OF SERVICE**

Failure on the part of the successful Distributor 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.

The District reserves 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 Distributor 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 District shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor 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 Distributor. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the successful Distributor. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

## **PRICING AND AWARD**

### **1. Pricing:**

Pricing submitted must remain in effect for the term of this contract. The District reserves the right to award based on-line item pricing, product grouping; or all-or- none.

Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the products purchased. Ongoing, improper billing may result in termination of the bid. Ongoing unapproved substitution, without cause by nature, is also reason for termination of the bid.

### **2. Quantities:**

The quantities listed herein are estimates only and based on the prior year's usage of the District. District reserve the right to purchase reasonably more or less than the quantities stated.

### **3. Product Quality:**

All products must follow the specifications as indicated. In the event of off flavor, damaged, or otherwise unusable products, provisions must be made for pick up, exchange and issuance of proper credit.

## **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**

There shall be **no minimums in dollar volume or case counts**. If vendor is limited by geographical constraints or delivery days (logistics) or plan to assign a minimum drop size, please indicate those limitations in your bid.

**The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.**

The District does not guarantee that all items or quantities shown on this bid will be purchased. Quantities indicated are approximate and the District reserves the right to increase or decrease the number of units to be purchased if deemed necessary.

The District reserves the right to add items to the contract during the contract period. Prices for additional items will be negotiated. No more than an additional ten percent of the value of this bid will be added on.

### **VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting paper goods must be kept clean and maintained in good repair and condition in order to protect goods 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 District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the District 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.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system and 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, INSPECTION AND ACCEPTANCE**

The Distributor agrees to permit inspection of the items delivered by a representative of the District's Food Services Department with the right to reject inferior merchandise. The District's decision shall be final. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful Bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

### **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 District for product or freight.

### **SAMPLES AND TESTING**

Samples of items, when required, shall be furnished free of charge to the District. The final decision as to whether the material or product is the equal to that specified shall be made by the District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test



shows that the sample does not comply with the specifications, the vendor shall pay the cost of the tests. In all cases the District reserves the right to make tests it deems necessary.

### **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 code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval.

**If the desired product is absolutely not available for any reason, the District shall be notified at least two (2) days in advance and offered suitable substitutes.**

Authorization of a substitute product shall be at the sole discretion of the District. Substitutions must be of the same quality or higher and offered to the District at the bid price or lower, of the original item requested.

If vendor is unable to supply District with product requested, District has the option to purchase product from another vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra costs associated with the purchase, including the cost of the product, will be deducted from current vendor's payment.

No product will be represented as being in conformance with the specification when such is not the case.

Contractor shall immediately notify the District Food Services Department if they become aware of any product pack changes. Change in pack size cannot increase unit cost price.

Failure to provide notification to the District Food Services Department of any product changes, of which the Contractor is aware of, may result in termination of the contract.

### **RECALLS**

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

### **DELIVERIES**

**Due to restrictions of available storage space and the regulations of the National School Lunch and Breakfast Programs, it is of utmost importance that all Goods, be delivered on the date and in the quantities ordered by the District personnel. All deliveries must be made prior to 1:00 pm.**

**Deliveries shall be made on school days, Monday through Friday as requested by District.**

The District reserves the right to make additions to, or deletions from, the specified delivery location to be served at any time during the period of the contract, and revise delivery times as required.

The District as a matter of non-responsiveness shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time to the required location.

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

Once a mutually agreed upon delivery schedule is established between the Distributor and the district, timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$100 per late delivery** and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. A "late delivery" is defined as a delivery outside of the agreed upon delivery window with each site, whether it is early, or before the delivery window or late, or after the delivery window. Early deliveries may disrupt local city ordinances. Delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day.

The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$100 per delivery for any and all late deliveries, after a one (1) hour grace period.

**The Distributor must guarantee a 99.5% fill rate for all District orders.** For any 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 District reserves the right to cancel any order(s) or purchase the 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 District pays on the open market.

#### **ACCOUNTING AND PAPERWORK**

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

Original - signed by person receiving material and retained by delivery site Contractor; Duplicates - shall be left at each delivery location – Food Service Department copy

The original invoice must be signed by the individual receiving the product.

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 within 10 operating days.

Statements for all goods purchased within a calendar month shall be made available. Statements should be sent by the 5<sup>th</sup> of the month following the month of purchase. Statements must be available either in paper or electronic format.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated. All invoices are due and payable within 30 days from the "invoice date" or date of delivery upon the receipt of invoices acceptable to the District. The Distributor will list all discounts and payment options available on the Distributor Evaluation/Questionnaire if terms other than "Net 30 days" are offered.

In the event of unusable or damaged products, the supplier shall agree to pick-up, exchange, and/or issue proper credit.

### **CASH DISCOUNTS/CREDITS**

All cash discounts/rebates shall be passed onto District

### **AUDITS AND INSPECTIONS**

The Distributor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors 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.

The District reserves the right to inspect the facilities of the Bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the Bidder is not capable of performing satisfactorily to the District, their bid will be ruled non- responsive. Additionally, the District reserves the right to inspect the successful Bidder's facility during 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 Distributor shall comply with all 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).

Distributor'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 District.

### **PIGGYBACK CLAUSE/OTHER DISTRICTS**

For the term of the contract and any mutually agreed extensions pursuant to this invitation to bid, a piggyback option is available for a total of 25 additional like-size or smaller school districts in the Los Angeles County, Orange County, and San Diego County. Piggyback must first be approved in writing by both the District and the distributor, prior to implementing the bid. The District will keep a list of all additional districts approved to piggyback on this IFB. The District shall not be liable for the actions of school districts authorized to piggyback on this Contract.

Piggyback option granted\_\_\_\_\_

Piggyback option not granted\_\_\_\_\_

## **FINGERPRINTING**

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1. Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District 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. Distributor will provide the District with a list of all employees providing services pursuant to this bid. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District 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.

CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

PERMITS AND LICENSES: The Contractor and all his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid. All drivers must possess a valid California Driver's License.

EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful Bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful Bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

DRUG AND ALCOHOL-FREE WORKPLACE: The successful Bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et.seq.) and the Paramount Unified School District Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times

TOBACCO-FREE SCHOOLS: The successful Bidder hereby agrees, under the contract, he will comply with the Paramount Unified School District Board of Education's Policy (BP 3513.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

## **AFFIRMATIVE ACTION**

The Distributor 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 upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

## **HOLD-HARMLESS CLAUSE / INDEMNIFICATION**

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District and all officers and agents entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors 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 Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributor's work under this bid, including injury or damage either on or off the District's property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.

The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

### **INSURANCE**

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District 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. Distributors 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 District as additional insured.
- d) Certificate to be submitted by vendor must be submitted prior to award.

### **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 District and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. 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, photostating, 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.

## **SUBMISSION GUIDELINES**

The District reserve the right to waive any informalities or irregularities in received submittals. Furthermore, the District reserves the right to reject any and all submittals, and to negotiate contract terms with one or more respondent Distributors for the work items.

The District hereby notify all respondents that they will affirmatively insure that, in any contract entered into, minority business enterprises will be afforded full opportunity to submit its response to this bid and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award.

\*\*\*\*\*

**Sign and return next page with bid**

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

DISTRICT: Paramount Unified School District

By: \_\_\_\_\_ Title: \_\_\_\_\_

Address: 8555 Flower St, Paramount, CA 90723

Phone No: (562) 602-8098

PROVISIONER: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Authorized Officers or Agents (Corporate Seal)

***Include this completed page in your bid.***

## **CONTRACT AGREEMENT**

### **DISTRICT:**

**Paramount Unified School District**

8555 Flower St, CA 90723 Phone #: (562) 602-8098

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Printed Name:\_\_\_\_\_ Title:\_\_\_\_\_

**THIS CONTRACT AGREEMENT** (this "Contract"), made and entered into this day of \_\_\_\_\_, 2025  
by and between Paramount Unified School District (the "District") and

### **PROVISIONER:**

Company Name:\_\_\_\_\_

Signature:\_\_\_\_\_ Title:\_\_\_\_\_

Address:\_\_\_\_\_

Phone #:\_\_\_\_\_

***Include this completed page in your bid.***



**BID FORM**  
**Bid Submission Deadline: May 6, 2025 – 9:00 AM**

Prices quoted shall be firm for the contract period of July 1, 2025, through June 30, 2026.

Prices shall be quoted on the EXCEL spreadsheets furnished as part of this bid and indicated per specified unit.

MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE", unless otherwise stated by the Bidder hereon:

ORDER mailing address and email address and telephone number for ordering purposes:

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REMITTANCE mailing address and email address and telephone number for payment purposes:

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Prompt Payment Discount:

This bid is subject to a prompt payment discount of \_\_\_\_\_% / \_\_\_\_\_days.

Please state any exclusion here:

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

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_(Original Signature Required!)

Printed Name of Signor: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Complete Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

***Include this completed page in your bid.***

## VENDOR QUESTIONNAIRE

In order to be found sufficiently qualified to propose in response to this bid, answers to the Questionnaire must explain specifically how the vendor proposes to do business with the District during the term of the agreement.

***Please complete this Vendor Questionnaire and Evaluation Criteria Form and submit with your bid.***

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule. See District Sites & Schedules in Appendix.
2. Explain your ordering system and lead time? Is your ordering system online?
3. What is your procedure for notifying the customer of shortages and/or substitutes?
4. What is your company's 'fill rate' to your customers? Please explain how you calculate the fill rate. What provisions does your firm take to achieve a high level of execution?
5. Please describe the reports (e.g. monthly usage, data analysis, business intelligence, price etc.) that you make available to your customers. How are customers able to access these reports.
  - a. Will you be able to provide price reports in an excel format, in separate columns? as in the example below?

Account	Product Code	Product Description	Pack Size	Unit Price

6. What is the current makeup of your delivery vehicle fleet?
  - a. How many delivery trucks in total?
  - b. How many are in running order?
  - c. How many active drivers (part and full time) do you have on staff?
  - d. How do you track your drivers whereabouts?
7. How many years has your company been in the distribution business? To ensure there is a record of integrity with the business, and that the Distributor has acted ethically in the past provide 3 references of like-size Districts in Southern California you are presently doing business with. Please include District name, District size, District location, Name of Director, Contact Information, Length of Service.
8. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain.

**10. Describe your credit policy procedure, including what is expected of District in requesting credit.**

**11. Will there be a minimum dollar value required per stop? If so, what is the minimum dollar value?**

**12. What procedures do you have in place to fill emergency orders?**

**13. Do you offer a percentage discount for early payment? Is this based on payment of invoices or statement? Please state terms.**

**Firm Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Name (Printed)** \_\_\_\_\_

**Title** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Web Address** \_\_\_\_\_

**REFERENCE LIST**  
**Bid Submission Deadline: May 6, 2025 – 9:00 AM**

Please submit three current references requiring dry goods deliveries, preferably school district references.

1. Name of School District/Company: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Frequency of Deliveries: \_\_\_\_\_

2. Name of School District/Company: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Frequency of Deliveries: \_\_\_\_\_

3. Name of School District/Company: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Frequency of Deliveries: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Submitted By/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Paramount Unified School District ("District")</b>	
<b>Contact Name</b>	Myrna Mendez
<b>Billing Address</b>	8555 Flower St.
<b>Phone #</b>	(562) 602-6031
<b>2024/2025 Breakfast Average Daily Participation</b>	3,600
<b>2024/2025 Lunch Average Daily Participation</b>	7,600
<b>Use a Cycle Menu? (Y/N)</b>	Yes
<b>Number of Delivery Sites</b>	1
<b>Preferred Days of Delivery</b>	Friday
<b>Preferred Time of Delivery for sites</b>	6:30 a.m. – 1:00 p.m.

The Paramount Unified School District is located in Paramount, California. The District's student enrollment for the 2024-25 school- year is 11,659 students. The District provides services to 10 elementary schools, 1 K-8 School, 4 Middle schools, and 4 High Schools as well as 273 preschoolers in state- and privately-run preschools on the school campuses. In addition, the District has a warehouse located at 8555 Flower St., Paramount, CA 90723. The District participates in the National School Lunch Program, National School Breakfast Program, and At-Risk Child Adult Care Feeding Program. Service may be needed during summer school.

Delivery Location: 8555 Flower St  
Paramount, CA 90723

Delivery Days: Friday

Delivery Time: 6:30 a.m. – 1:00 p.m.

**NON-COLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

\_\_\_\_\_, 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

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed Name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

***Include this completed page in your bid.***



## U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or district.
- (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.

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Organization Name

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PR/Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

---

Date

***Include this completed page in your bid.***

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative 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 district 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 district 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 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 Non-procurement 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 district 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 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

### **Applicable to Grants, Sub-grants, 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 district, 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 district, 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients 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:

**OR**

Name of Food Service Vendor/Contractor:		
Printed Name and Title:	Signature:	Date:

***Include this completed page in your bid.***

*Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352*

1.) Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2.) Status of Federal Action: a. Bid/Offer/Application b. Initial award c. Post-award	3.) Report Type: a. Initial filing b. Material change  FOR MATERIAL CHANGE ONLY: Year:      n/a      Quarter:
-----------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------

<p>4.) Name and Address of Reporting Entity:  <input type="checkbox"/> Prime      <input type="checkbox"/> Sub-awardee  Tier _____ if known  Congressional District, if known:  6.) Federal Department/District:</p>	<p>5.) If Reporting Entity in No.4 is Sub-awardee, Enter Name And Address of Prime:  Congressional District, if known:  7.) Federal Program Name/Description:  CFDA Number, if applicable:</p>
<p>8.) Federal Action Number, if known:</p>	<p>9.) Award Amount, if known:  \$</p>
<p>10a) Name and Address of Lobbying Entity  (if individual, last name, first name, MI)</p>	<p>10b) Individuals Performing Services (including address if different from No. 10a)  (last name, first name, MI):</p>
<p>11.) Amount of Payment (check all that apply):  \$ _____ <input type="checkbox"/> Annual <input type="checkbox"/> One-time  _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Other: _____</p>	<p>12.) Type of Payment (check all that apply):  <input type="checkbox"/> Retainer  <input type="checkbox"/> One-time Fee  <input type="checkbox"/> Commission  <input type="checkbox"/> Contingent Fee  <input type="checkbox"/> Deferred  <input type="checkbox"/> Other; specify: _____</p>
<p>13.) Form of Payment (check all that apply):  <input type="checkbox"/> Cash  <input type="checkbox"/> In-kind; specify: Nature _____  <input type="checkbox"/> _____ Value _____</p>	
<p>14.) Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p>	
<p>15.) If necessary was a continuation sheet attached for 10a, 10b or 14?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>	

16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone No: (        ) \_\_\_\_\_

Date: \_\_\_\_\_

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**IRAN CONTRACTING ACT**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a bid or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**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 bid 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.

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

<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

***Include this completed page in your bid.***

## **Non-Discrimination 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](tel:8008778339). 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](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call [\(866\) 632-9992](tel:8666329992). 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;