



BID No. 21-03

**NUTRITION CENTER
PRODUCTION LINE FILM**

**Fresno Unified School District
Purchasing Services
4498 N. Brawley
Fresno, California 93722**

FRESNO UNIFIED SCHOOL DISTRICT

BID NO. 21-03

TABLE OF CONTENTS

	Page #
Table of contents	2
Bidders Registration Form	3
Notice to Bidder	4
General Terms and Conditions	5
Special Instructions and Conditions	13
Award	14
Delivery Requirements	16
Bid Checklist	19
References	24
Noncollusion Declaration	25
No Prohibited Interest/Conflicts of Interest Declaration	26
Disclosure of Lobbying Activities	27
Debarment, Suspension, and other Responsibility Matters	29
Piggyback Form	30
Prime Point of Contact	31
Bid Signature Page	32

ATTACHMENTS

Appendix A Excel Pricing Sheet with Product Specifications

BIDDERS REGISTRATION FORM

Bid No. 21-03

NUTRITION CENTER PRODUCTION LINE FILM

EMAIL THIS SHEET ONLY

Attn: Barbara Stewart

Email: Barbara.Stewart@fresnounified.org

Fresno Unified School District Bids are available online. If you downloaded a Bid, you are required to email the following information, so that you may be added to the Bidders List to receive any addendum to this bid.

To receive an invitation to join Mandatory Pre-bid Conference via Skype email Barbara.Stewart@fresnounified.org. Please include "BID No. 21-03 Pre-proposal Conference" on the email subject line. Completed form to be emailed 24-hours prior to the meeting time.

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

NOTICE TO BIDDERS

BID No. 21-03

NUTRITION CENTER PRODUCTION LINE FILM

Notice is hereby given that Fresno Unified School District will receive sealed bids for **Bid No. 21-03, Nutrition Center Production Line Film** for a one-year term with two (2) one (1) year renewal periods. This solicitation is for delivery of cold and hot film rolls used on Ameripak High Speed Wrapper to the District Nutrition Center.

Vendors interested in responding to this BID must attend the MANDATORY Pre-bid Conference via Skype **11:00 AM Thursday, March 25, 2021**. To receive Skype invitation email Barbara.Stewart@fresnounified.org. Please include "BID No. 21-03 Pre-proposal Conference" on the email subject line.

Bids will be received prior to **2:01 P.M. on April 14, 2021** in the Purchasing Department. Bids must be sealed, marked with the bid number and title and returned to the Purchasing Department of Fresno Unified School District, 4498 N. Brawley Avenue, Fresno CA 93722. Each bid must conform and be responsive to the bid documents. Bids received later than the designated time and date will not be accepted. Bid pricing will be read out loud following receipt of bid responses. Facsimile (FAX) copies of the bid will not be allowed. All bids will be submitted in the format specified by the District.

Fresno Unified School District reserves the right to accept or reject any or all bids or any combination thereof and to waive any informality or irregularity in the bidding process.

To download a copy of this bid documents, go to Fresno Unified School District Purchasing Web Site: <https://www.fresnounified.org/dept/purchasing/> under Bid Opportunities.

Refer any questions to Barbara Stewart (559) 457-6280.

**Published: March 15, 2021
March 22, 2021**

GENERAL TERMS AND CONDITIONS

This information to Vendors is in addition to any instructions or conditions stated elsewhere in the Contract Document.

REPORT FRAUD, WASTE AND ABUSE - By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at:

<http://www.ppcpas.com/fresno-unified-fraud-alert>

The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

PROHIBITED INTEREST/CONFLICT OF INTEREST - VENDOR is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

By way of non-exclusive example relating to whether a financial interest is a "remote interest" or not:

1) If the date upon which VENDOR first started doing business with a DISTRICT Officer/Board Member (i.e., the date VENDOR first received goods or services supplied by the Board Member) was at least 5 years prior to Board Member's election or appointment, then the Board Member has a remote interest and VENDOR is not prohibited from submitting a bid on this Project.

2) If the date upon which VENDOR first started doing business with the Officer/Board Member (i.e., the date VENDOR first received goods or services supplied by a Board Member) is less than five years before Board Member's election or appointment, then the Board Member has a prohibited conflict of interest and VENDOR cannot bid on this project.

Bid Proposals. To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Bids. Bids will be received prior to **2:01 P.M. on April 14, 2021** after which time the bids will be opened and read aloud. Envelopes containing a bid must be sealed,

prominently marked with the Bid Number, Bid title, Bid opening time/date and name of company, and submitted to:

**FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722
Attn: Barbara Stewart**

Bids must be received no later than the time and date designated above. Bids received later than the designated time and date will not be accepted. **Facsimile (FAX) copies of the bid will not be accepted.** The signature must be of a person authorized to sign bids on behalf of the vendor.

TENTATIVE TIMELINE

March 15 and March 22, 2021	Bid Advertised
March 24, 2021	Last Day to submit Questions for Pre-Bid Meeting
March 25, 2021	Skype Mandatory Pre-Bid Meeting @ 11:00 AM
March 30, 2021	Last Day to submit Questions for the final Addendum
April 6, 2021	Last Day to issue Addendum & Answers to Questions
April 14, 2021	Bids Due before 2:01 PM
June 2, 2021	Target Board Date
July 1, 2021	Anticipated Contract Start Date

THE BID – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the bid. Unsigned bids will not be accepted.

“FAX” BIDS – Facsimile copies of bids will not be accepted for formal advertised bids.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

NAME AND NATURE OF BIDDER’S LEGAL ENTITY – The bidder(s) shall specify in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business. covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids but may not be withdrawn for a period of ninety (90) days after the

opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Fresno County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Executive Director of Purchasing. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Executive Director of Purchasing is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

PRODUCT DESCRIPTION– The bidder(s) shall clearly describe on Appendix A Excel Pricing Sheet any changes to the specified product description. If none is indicated, it shall be understood that the bidder is quoting on the exact description as specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance under “Samples” paragraph below except that they may be submitted after the bid opening.

SAMPLES – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to the Nutrition Center, 4480 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Executive Director of Purchasing, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be

considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The required pallet size is 48" long by 40" wide by 48" high. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

MATERIAL SAFETY DATA SHEETS – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY CONTRACTOR – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Fresno Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$2,000,000, combined single limit or \$2,000,000 per person, \$2,000,000 per accident. Property Damage shall be \$1,000,000 per loss. Maintain insurance adequate to protect him from claims under Workers' Compensation Laws. Proof of Auto Insurance. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful Vendor(s) shall render electronic invoices for materials delivered or services performed under the contract, to Accounts.Payable@fresnounified.org the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted electronically under the same firm name as shown on the Bid. The successful Vendor(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Payment terms shall be net 30 days once Purchase Order is fully received. Partial payments will not be made against Purchase Orders unless agreed to in advance by the Fresno Unified School District. If a discrepancy exists between the bid price and the order price, the bid price is the legally binding price.

MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

B. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder 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 nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

J. Permits and Licenses – The successful bidder(s) and all of 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 materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination – It is the policy of the Fresno Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Non-Discrimination Statement – Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

P. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

Q. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

SPECIAL INSTRUCTIONS AND CONDITIONS

INTRODUCTION

The Fresno Unified School District Food Services Department operates the National School Breakfast and Lunch Program and the After-School Snack Program throughout the district, and is made up of a team of food and nutrition professionals that are dedicated to students' health, well-being and their ability to learn.

This bid is to establish fixed pricing for delivery of compostable cold and post-consumer regrind hot film rolls on an as needed basis to the Fresno Unified School District Nutrition Center. The film must be compatible for use on Ameripak High Speed Wrapper with running speed of 50-85 meals wrapped per minute.

1. PREPARATION OF BIDS

Before submitting a bid, each vendor is expected to thoroughly examine specifications, instructions, and all other related contractual documents included in the Bid, including subsequent amendments to the Bid, if any. Failure to do so will be at the vendor's risk and will not bar the vendor's obligation to perform if a contract is awarded pursuant to this Bid. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-bid Conference.

Notwithstanding any provisions to the contrary, all Bids shall include the completed forms identified in the Bid Check List on Page 19. Failure to submit the documents/forms may render the Bid non-responsive.

Each vendor submitting a bid shall submit a signed original bid plus a digital bid response submitted on a flash drive in a sealed envelope prominently marked with the bid number, title, due date and time, and the name of the organization submitting the response. Responses shall be on 8-1/2" x 11" paper and in USB format. The signature must be of a person authorized to sign bids on behalf of the vendor.

2. EXPLANATION TO VENDORS

Questions regarding this Bid shall be directed in writing to Barbara Stewart, Buyer II at Barbara.Stewart@fresnounified.org. Questions must be submitted by the dates noted in the Bid and Contract Timeline on page 6 of this bid.

3. AMENDMENTS

Vendors are advised that the District reserves the right to amend the requirements of the Bid prior to the date set for opening of bids. Vendors must acknowledge receipt of addenda to the bid by signing and returning the addendum with the bid submittal.

4. SUBMITTING BIDS AND MODIFICATIONS

Bids and modifications of bids shall be enclosed in sealed envelopes with the Bid Title and Number clearly marked on the outside. Facsimile (Fax), and e-mailed, copies of the Bid will not be accepted.

5. LATE BIDS AND MODIFICATION

Bids and/or modifications received after the receipt deadline will not be considered. Late bids will be returned, unopened, to the vendor.

6. WITHDRAWAL OF BIDS

Bids may be withdrawn by fax, by letter or in person by an authorized representative, possessing proper identification and written proof of his/her authority to act on behalf of the vendor. If withdrawn in person, the person withdrawing the bid will be required to sign a receipt for the bid.

Withdrawal action of any type must be done before the date and time specified for opening the bids in this bid.

7. TERMINATION OF AGREEMENT

The Fresno Unified School District reserves the right to terminate the contract and related purchase orders with due cause giving 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 reason of unsatisfactory service. Purchase Orders or Contracts which extend into a subsequent fiscal year will automatically terminate if the Fresno Unified School District does not appropriate funds for the goods and/or services under the purchase order to contract, or federal funding is not adequately secured. District will only be responsible for actual orders placed against blanket purchase orders, and orders received in accordance with the BID prior to termination of the Contract.

Fresno Unified School District may elect at their option to discontinue any or all services specified in the contract in favor of other services, facilities or equipment determined to be in the best interest in the District.

8. AWARD

Award will be to the lowest responsible responsive bidder whose bid meets bid specifications. Award will be by line item which may result in award of more than one Vendor. Vendor does not need to bid all items to be considered responsive.

In case of calculation errors on Bid Form Extended Pricing, District will multiply unit pricing x estimated quantity to determine Vendor bid prices.

In case of a tie, award will go to vendor by closest in city, closest in county, or closest in state. If tie not resolved by this method, tie will be by a flipping a coin.

The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

9. METHOD OF AWARD

It is the intent of the District to award contract and is contingent upon timely compliance with all Bid Conditions and Specifications which must be satisfied prior to beginning of service under the contract.

The District reserves the right of determination that items bid meet or do not meet bid specifications and to reject all bids or any part of any bid.

Qualifications of the bid with a requirement by Bidder for any minimum order other than as specified in this bid may be cause for rejection of Bidder's entire bid.

10. CONTRACT TERM AND PRICING

Contract anticipated start date is July 1, 2021. The tentative initial term of this contract will be July 1, 2021 to June 30, 2022 with the option to extend the contract for two (2) one (1) year periods, subject to approval by both parties, in writing ninety (90) calendar day prior to contract renewal date. Factors that would influence the District in exercising this option would be satisfactory measurement of local market conditions, satisfactory service being rendered by contract holder, and the amount of any increase in price and other appropriate factors.

Proposal prices that are subject to increase/decrease for each period, excluding the initial 12-months of contract, shall be based on the percentage increase or decrease in the annual Consumer Price Index (C.P.I.) as determined by the United States of Department of Labor, Bureau of Labor Statistics in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U). https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

The successful Vendor(s) must notify the district in writing of price changes ninety (90) calendar days prior to the contract renewal date. An explanation citing the rationale for price increase must be included in such correspondence and supporting documentation justifying the reason for price increase. The District reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the District. Proposal price increases will require approval from the Director of Purchasing.

In the event Vendor does not intend to renew the contract, Vendor must provide written notification ninety (90) calendar days before anniversary date. In the event, proposed price increases are not accepted, and Vendor chooses to not renew contract, Vendor shall provide written notification ninety (90) calendar days starting on date negotiations cease.

11. ESTIMATED ANNUAL USAGE

The quantities listed in the bid are estimates only based on previous usage. It is not expressly implied nor 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. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the District.

1. Fresno Unified may need to purchase goods not included in the Agreement and may add to this existing contract if the total value of all the additional items do not exceed 10% of the estimated contract at the beginning of the year. (Memo Code FD-144, SP 04-2018, SFSP 01-2018, CACFP 4-2018).
2. The District reserves the right to purchase items that are urgently needed by the District from other than the Vendor such items that are not readily available from the Vendor.

12. DELIVERY REQUIREMENTS AND LOCATION

Orders to be delivered complete within four (4) weeks of request. Emergency orders to be delivered within one (1) week of request. Vendor required to schedule a delivery date and time at least one (1) week prior to delivery. Deliveries pallets must not exceed 48" L X 40" W X 48" high. Pallets may be double stacked if individually wrapped by pallet for delivery. Deliveries without an appointment or incorrectly palletized will be refused. The District will have the option to accept a delivery incorrectly palletized by charging the vendor \$1,200 per truck. All shipments shall be accompanied by a packing slip and the Districts Purchase Order Number.

Delivery of items shall be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, delivered to:

**FRESNO UNIFIED SCHOOL DISTRICT
NUTRITION CENTER / WAREHOUSE
4480 N. BRAWLEY AVENUE
FRESNO CA 93722**

If the supplier fails to meet the specified delivery requirements, the Buyer may procure the goods from another source, and recover any loss (the difference between the contract price and the purchase price paid by the Buyer, including any shipping costs) occasioned thereby, from any unpaid balance due the Vendor. The prices paid by the Buyer shall be considered the same prevailing market price at the time such purchase is made.

13. ORDERS

1. Orders will be placed as needed by purchase orders via email. Confirmation of receipt of order will be requested. Receipt of Award Notice by the successful Bidder(s) shall NOT be interpreted as an order. Product shall only be shipped as requested. Automatic deliveries will not be accepted.
2. The District has the right to order at the price, term, and conditions in effect at any time prior to the expiration date of the agreement. Purchase Orders issued against the contract may specify delivery dates beyond the expiration date of the agreement, not exceeding thirty (30) **calendar** days.

14. PRODUCT DESCRIPTION, PRODUCT CODE NUMBERS AND COST PER ROLL.

Submit bid pricing on Appendix "A" Price Sheet (excel format) in accordance with all conditions and specifications. Bidder must specify Product Description, Product Code Number, and Cost Per Roll.

Bidders are to indicate in the space provided the product detailed description if different from specified description on the bid sheet. Be sure to confirm gauge, size, approximate roll pounds, yield and wrap speed are included. Once this information is submitted in this bid, the successful vendor is expected to maintain the items as bid. Any changes must be approved by the District's Executive Director of Purchasing before acceptance of substitutes or alternates.

15. MATERIALS USED IN PRODUCTS MUST COMPLY WITH FDA REGULATIONS. MATERIALS MUST MEET COMPOSTABLE ASTM D6400 STANDARDS. POST-CONSUMER REGRIND MUST COMPLY WITH FDA REGULATIONS.

All materials used in film must meet one or more of the following U.S. Food and Drug Administration Code of Federal Regulations (CFR) Title 21; CFR 177.1630, CFR 177.1640 or CFR 177.1315 for food contact. Vendor must submit documentation to confirm their materials comply.

Compostable materials must meet ASTM D6400 standards. Post-Consumer regrind to be a minimum of 30% and must meet FDA regulations mentioned previously. Bidder must submit documentation that verifies their product is in compliance.

16. OTHER PURCHASES

The District reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, for special programs of an emergency nature, or whenever the successful Bidder cannot supply per conditions of Paragraph F on Page #10 (Force Majeure Clause).

17. ALTERNATE PRODUCTS

Bidders will be asked to demonstrate equivalency of alternates to the products specified. To that end, the District requires that Bidders submitting bids other than specified include detailed literature and specification sheets with their bid. Failure to include such information may be cause for rejection of the alternate items.

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

The specifications set forth in this bid are intended to be used as a basis for determining acceptable quality and performance. The specifications are not meant to be restrictive to a particular brand. The District does reserve the right to be the sole determiner of equivalent products and reserves the right to waive any minor variations from specifications and to evaluate

the bid based on the determination of what is in the District's best interest. The District also reserves the right to reject any part of the bid or the whole bid.

BID CHECK LIST

21-03

Nutrition Center Production Line Film

IMPORTANT – Bidder must submit all required documents for bid to be consider responsive.

Required:

1. ☐ References
2. ☐ Noncollusion Declaration
3. ☐ No Prohibited Interest/Conflicts of Interest Declaration
4. ☐ Disclosure of Lobbying Activities
5. ☐ Debarment, Suspension, and other Responsibility Matters
6. ☐ Piggyback Form
7. ☐ Prime Point of Contact
8. ☐ Bid Signature Page
9. ☐ Appendix A Excel Pricing Sheet
10. ☐ Compliance Documentation as Required per Page 17, Section 15

If Applicable / As Required:

- ☐ Addenda – signature page of all Addenda issued

Documents required on the checklist, but not included in your bid submittal, may render your bid nonresponsive and ineligible for award.

Bids received by Fresno Unified School District by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted and meet minimum specifications.

SAMPLE AGREEMENT

THIS AGREEMENT dated as of _____, 2021 ("Effective Date"), is made and entered into by and between the Fresno Unified School District ("DISTRICT"), and _____ ("VENDOR").

For the consideration stated below, DISTRICT and VENDOR agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" including: the Agreement, Request for BID number 21-03, Noncollusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Debarment-Suspension-and-Other Responsibility Matters, References, Bid Signature Page Form, Pricing Sheet, and all addenda.

2. VENDOR was selected based on the "lowest line item price" to the most responsible and responsive bidder. The Nutrition Center Production Line Film shall be delivered in a manner in strict accordance with the Contract Documents and all provisions of the complete Agreement as herein defined. The VENDOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the VENDOR shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents.

3. Orders to be delivered complete within four (4) weeks of request. Emergency orders to be delivered within one (1) week of request. Vendor to schedule a delivery date at least one (1) week prior to delivery. Delivery pallets to not exceed 48" L X 40" W X 48" H.

4. As full consideration for the faithful performance of the Agreement for the Nutrition Center product delivery set forth on Price Sheet, DISTRICT shall pay to VENDOR, the rates provided in VENDOR's Pricing Sheet submitted with its BID and set forth as Appendix A Pricing Sheet of the Agreement. Payment terms shall be Net 30 after Purchase Order is completely received and invoiced. In the event any invoices do not match the pricing or quantities listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.

5. The contract time shall commence on the date stated in the Agreement for an initial one-year term with the option to extend the Agreement for two (2) one (1) year periods, subject to approval by both parties in writing ninety (90) calendar days prior to the contract renewal date. If VENDOR does not intend to renew the Agreement, VENDOR shall provide written notice to DISTRICT at least ninety (90) calendar days before the Agreement anniversary date. DISTRICT reserves the right to terminate the Agreement with due cause giving ten (10) day written notice. Due cause for termination of the Agreement shall be, but not limited to, failure to provide services required within a reasonable time period or for reason of unsatisfactory service. DISTRICT may terminate the agreement without cause upon giving the Vendor thirty (30) days written notice with an intention to terminate. DISTRICT does not appropriate funds for the goods/services listed in Agreement, or federal funding is not adequately secured.

6. During the term of this Agreement, including all renewal terms, VENDOR shall maintain policies of insurance as required by the Contract Documents.

7. VENDOR shall maintain insurance in accordance with the Contract Documents. VENDOR shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from VENDOR's work under this Agreement or in consequence of the use by DISTRICT of Production Line Film supplied pursuant to this Agreement.

8. VENDOR acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. VENDOR acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of VENDOR'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

9. VENDOR agrees to deliver Production Line Film F.O.B. destination unless otherwise specified. The price for the Roll Film shall not exceed the rates provided in VENDOR's Pricing Sheet for the duration of the initial one-year term. The prices may be subject to increase/decrease before the start of each renewal period, based upon percentage increase or decrease in the annual Consumer Price Index (C.P.I.) as determined by the United States of Department of Labor, Bureau of Labor Statistics in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U).

10. Miscellaneous Provisions.

10.1 Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. VENDOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. VENDOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

10.2 Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

10.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

10.4 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

10.5 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and VENDOR and their respective successors and assigns.

10.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

10.7 Entire Agreement. The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

10.8 Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Santino Danisi
Interim Chief Financial Officer

Date: _____

Vendor

By: _____

Title

Date: _____

PRICE SHEET

Bid No. 21-03

NUTRITION CENTER PRODUCTION LINE COMPOSTABLE FILM

See Appendix “A” Price Sheet (Excel Format)

FRESNO UNIFIED SCHOOL DISTRICT

BID NO. 21-03

REFERENCES

Please submit three (3) references your company performed with comparable services.
(School Districts Preferred)

Reference #1

Business	
Contact Person	
Title	
Phone	
Email Address	

Reference #2

Business	
Contact Person	
Title	
Phone	
Email Address	

Reference #3

Business	
Contact Person	
Title	
Phone	
Email Address	

NONCOLLUSION DECLARATION

(TO BE EXECUTED AND SUBMITTED WITH BID)
Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title]
of _____ [company], the party making the
foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on
_____ [date], at _____ [city],
_____ [state].

Signature

Print Name

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

(TO BE EXECUTED AND SUBMITTED WITH BID)

I hereby certify and declare that the undersigned Bidder has reviewed and understands Article 47 of the Information to Bidders, Prohibited Interests/Conflicts of Interest, and that Bidder has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate Article 47 of the Information to Bidders and thereby preclude Bidder from contracting with the Fresno Unified School District. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with Article 47 of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Article 47 of the information to Bidders, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School District may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in Article 47 of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____ 2019 _____
(Company Name)

(Name and Title of Bidder's Representative)

(Signature)

Disclosure of Lobbying Activities

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

Type of Federal Action: contract b. grant cooperative agreement loan loan guarantee loan insurance	Status of Federal Action: bid/offer/application b. initial award c. post-award	Report Type: initial filing b. material change For material change only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:		Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ _____	
	Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Piggyback Clause

BID No. 21-03

Nutrition Center Production Line Film

The Fresno Unified School District hereby authorizes other Agencies (including public, private & charter schools districts) in the State of California to purchase equipment and services under this Bid No. **21-03** and subsequent contract, using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the Fresno Unified School District waives its rights to having such district submit warrants and a reasonable fee payable to this District as provided in Public Contract Code 20118 and 20652.

Subsequent buyers using this bid shall be directly responsible to vendor for payment and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes

No

Signature

Date

PRIME POINT OF CONTACT

BID NO. 21-03

Nutrition Center Production Line Film

Company Name

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

BID SIGNATURE PAGE

BID NO. 21-03

Nutrition Center Production Line Film

To be signed by authorized company agent acknowledging submittal of Bid.

Company Name

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

Federal Tax ID #

If above name is DBA, include
parent name