

June 15, 2023

Mountain View Whisman School District
Child Nutrition Department
1400 Montecito Ave
Mountain View, CA 94043

Attn: Debbie Austin
RE: RFP No. 2023-24-03

Dear Brian,

We would like to thank you for the opportunity to work with the Mountain View Whisman School District for your Bid/Proposal 2023-2024 school year. Enclosed you will find our bid.

As your distributor we will commit to providing you with the best customer experience you desire and deserve. The past few years our country has been presented with many challenges that has left most vendors struggling with product and production issues. With these challenges comes commitment on pricing, some vendors are unable to guarantee pricing for a full year but many have been able to provide blanket pricing.

With that said, we will work very hard on maintaining your pricing and if there is an unfortunate price increase, we will provide a letter advising you of the new price effective 30 days from the date of the letter. We will include documentation from the manufacturer advising us of the new price. After which you can decide if you wish to continue purchasing these items from BradyIFS. The only thing that we ask, is that if any of the items are a special order/non-stock item, that you use all the stock that we bring in for you before purchasing elsewhere. Keep in mind if we brought the items in at a certain price then our price to you will not change. It would only increase if we have to bring in more and our cost increases.

Please do not hesitate to call me if you have any questions or concerns.

Best Regards,



Matt Forbes
Regional Sales Manager NorCal

**Mountain View Whisman School District
Request for Proposal (RFP) No. 2023-24-03
Paper Supplies**

**Mountain View Whisman School District
Debbie Austin, Director. Child Nutrition Director
1400 Montecito Avenue
Mountain View, CA 94043
daustin@MVWSD.org**

Issue Date: June 2, 2023

RFP Submission Deadline: Friday, June 19, 2023 at 10:00am

**Mountain View Whisman School District
Request for Proposal No. 2023-24-03
Paper Supplies**

Table of Contents

Schedule of Events.....	3
Submission Instructions.....	4
Notice to Bidders.....	5
General Information about the District.....	5
Proposal Submission Checklist - Attachment "1".....	6
Equal Opportunity Employer / Federal Non-Discrimination Statement.....	7
Proposal Instructions and General Requirements.....	8
Pricing.....	9
District Evaluation/Selection Process.....	10
Terms and Conditions.....	11
Minimum Insurance/Coverage:.....	15
Protests.....	17
Product Delivery Specifications And Conditions.....	18
Request For Proposal Signature Page - Attachment "2".....	19
Award Criteria - Attachment "3".....	20
Vendor Questionnaire - Attachment "4".....	22
References - Attachment "5".....	24
Noncollusion Affidavit - Attachment "6".....	25
Bidder's Statement Regarding Insurance Coverage - Attachment "7".....	26
Workers' Compensation Insurance Certificate - Attachment "8".....	27
Drug-Free Workplace Certification - Attachment "9".....	28
Equal Opportunity Employment - Attachment "10".....	29
Fingerprinting/Criminal Background Investigation Certification - Attachment "11".....	30
Certificate Of Independent Price Determination - Attachment "12".....	31
Certification And Disclosure Statements - Attachment "13".....	32
Suspension And Debarment Certification - Attachment "14".....	34
Certification Regarding Lobbying - Attachment "15".....	36
Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16".....	39
China Prohibition Certification - Attachment "17".....	40

Schedule of Events

The following schedule will be used by the District for this RFP.

June 2, 2023	RFP Released
June 7, 2023	Deadline to Receive Questions
June 7, 2023	Addenda or Q & A Released
June 19, 2023	RFP Responses Due / Opening
July 18, 2023	Anticipated Contract Award Date
September 1, 2023	Anticipated Start Date

MVWSD will use every effort to adhere to the schedule. However, MVWSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.mvwsd.org/district_business

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Mountain View Whisman School District
Child Nutrition Department
Attention: Debbie Austin
1400 Montecito Ave.
Mountain View, CA 94043
daustin@mvwsd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Submission Instructions

Notice is hereby given that the Governing Board of the Mountain View Whisman School District in Mountain View, CA will receive sealed Request for Proposals (RFP) No. 2023-24-03 for the procurement of the following:

Paper Supplies

Provider to Submit Proposal

Sealed RFP's must be received no later than **June 19, 2023, 10:00am.**

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Proposals received on or before the deadline will be accepted. Proposals that are received after the deadline will not be accepted.

Proposals must be delivered in a **sealed envelope** and identified with the **RFP number**. Emailed or faxed RFP's will not be accepted.

Deliver proposals to the following location:

Mountain View Whisman School District
Child Nutrition Department
Attention: Debbie Austin
1400 Montecito Ave.
Mountain View, CA 94043

Companies interested in proposing should request appropriate documents by email at: daustin@mvwsd.org or can access the documents online using the following instructions: https://www.mvwsd.org/district_business

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the address above. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Notice to Bidders

This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs. It is the intent of the Mountain View Whisman School District's Student Nutrition Services Department, herein after referred to as the School Food Authority or District (SFA or District), to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the SFA. A vendor who submits a proposal in response to this solicitation will be herein after referred to as "Proposer".

General Information about the District

The Mountain View Whisman School District ("District") is requesting submission of statements of qualifications and proposals ("Proposals") from qualified persons, firms, partnerships corporations, associations or professional organizations ("Bidder(s)") for the provision and delivery of Paper Supplies ("Services") to the District, as further described herein.

The District is located in Santa Clara and has a projected student enrollment for the 2023 - 2024 school year of approximately 4500 students. The District has 3 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District is seeking to:

- Purchase high quality Paper Supplies at the best possible price
- Utilize the expertise of our vendor to provide training information for our department staff on best practices
- Partner with a vendor that will provide excellent customer service.
- Increase the use of sustainable and recyclable materials

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Cole Supply Company LLC dba Brady IFS

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Att.1, this form)
- Request for Proposal Signature Page (Att. 2)
- Evaluation Criteria (Att.3)
- Vendor Questionnaire (Att. 4)
- References with 2 References (Att. 5)
- Non Collusion Affidavit (Att. 6)
- Bidder's Statement Regarding Insurance Coverage (Att. 7)
- Worker's Compensation Insurance Certification Form (Att. 8)
- Drug Free Workplace Certification (Att. 9)
- Equal Opportunity Employment (Att. 10)
- Fingerprint Clearance/Criminal Background Investigation (Att. 11)
- Certificate of Independent Price Determination (Att. 12)
- Suspension and Debarment Certification (Att. 14)
- Certification Regarding Lobbying (Att. 15)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 16)
- China Prohibition Certification (Att. 17)
- Statement of Pricing (Include in your proposal)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Addenda
- Electronic copy of the bid (thumbdrive)
- Itemized Bid List (Att. 18)

Equal Opportunity Employer / Federal Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. Fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
Program.Intake@usda.gov

Proposal Instructions and General Requirements

Applicable 'domestic Preference' Provisions - The domestic product preferences provisions are found in 2 CFR § 200.322 which provides that the district should give preference for the purchase, acquisition, or use of goods, products, or material (e.g., steel and aluminum) produced in the United States (2 CFR 200.322.)

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the requirements as stated above.

Bidder Questions Regarding this Request for Proposals – All questions regarding this RFP are due on or before 6/7/2023, via email to: daustin@MVWSD.org the subject line of "RFP#_2023-2034-03 Questions". Only questions submitted through this process will be accepted.

Deadline for Receipt of RFPs – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 1400 Montecito Avenue Mountain View, CA 94043. Any Proposal received after the scheduled closing time in the RFP shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.

The RFP – All numbers in the proposal should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.

Responsibility – Bidders are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) 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. A copy of the Bidder's Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all

products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

Drug Free Workplace Certificate – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

Pricing-Term of Contract – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Mountain View Whisman School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

Pricing

Provide a detailed Statement of Pricing for Products to be provided. Bidder submitting a RFP shall specify product size, case count, price and tie height pallet specifications pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period September 1, 2023 through August 31, 2024. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Proposers must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

Itemized Bid List – The District's Itemized Bid List is attached hereto. The "Notes" section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to provide the Products.

Reservation of Rights: The SFA expressly reserves the following rights:

1. To reject all proposals for reasonable cause;
2. To reject any part of the proposal not meeting the specifications set forth in the RFP documents
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents.
5. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP is awarded defaults in executing the formal agreement; and
6. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

District Evaluation/Selection Process

Basis for Selection – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to provide the products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at https://www.mvwsd.org/district_business. The Bidder must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, paper supply products from other vendors throughout the contract if it deems necessary.

Previous Performance – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

Terms and Conditions

In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.

Acceptance of Proposals – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the contract period. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding. The District intends to award one to multiple contracts for the Scope of Services, to the Lowest Responsive, Responsible Bidder.

Alteration of Request for Proposal Text – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder’s agent(s). Recapitulations of the Products proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District’s rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

Anti-discrimination – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups 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.

Authorized Distributor – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

Proposal Negotiations – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Cancellation of Solicitation – The District may cancel this solicitation at any time.

Clarification, Corrections or Changes to Specifications – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Competency of Bidders Submitting a Proposal – A proposal will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

Compliance with OSHA – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

Cost of Proposal Preparation – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

Definitions – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a proposal which meets all of the specifications set forth in the RFP.

District Requirements – The quantity shown is the estimate of consumption 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 RFP 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.

Errors and Corrections – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

Examination of Proposal Documents – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this RFP or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

Examination of Locations – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal. Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the RFP.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

FOB Destination Pricing – All shipments shall be made FOB destination, Mountain View, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

Formation of Contract – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

Contract Term - It is the intent to award the contract for an initial one year period with the option to renew it for 2, one-year periods for a possible total contract term of 3 years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

Insurance Requirements – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. 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. Bidder submitting a proposal shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District's Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

Payment – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

Invoices And Payments – Invoices are to be provided upon delivery of materials or services performed. Upon request, the awarded Bidder shall render invoices in duplicate for materials delivered or services performed under the contract, to the: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, Child Nutrition Services, . Invoices shall be submitted under the same firm name as shown on the Bidder. The awarded Bidder 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. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative. *Preferred PAPER PRODUCTS and non-PAPER PRODUCTS billed on separate invoices.

Post-Award Meeting – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services

Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this RFP and the awarded Contract. The District will approve all materials associated with this RFP.

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the contract may be canceled.

Substitutions – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed "as equal" product must be attached to the Proposal. Suitability and valuation of "equal" rests in the sole discretion of the District.

Taxes – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District.

Tobacco-Free Environment – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the District's Nutrition Services Department Interim Executive Director (or Executive Director if instated).

Customer Service – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

Minimum Insurance/Coverage:

The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request

7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Contract Term: The initial awarded contract period shall be September 1, 2023 to August 31, 2024. This awarded contract may be renewed for up to two (2) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Initial Year:	September 1, 2023 to August 31, 2024
Option Year 1:	September 1, 2024 to August 31, 2025
Option Year 2:	September 1, 2025 to August 31, 2026

Discount for Prompt Payment: Discounts/terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, Proposer may include prompt payment discounts on individual invoices, if awarded the contract.

Quantity and Quality of Materials and Services: The Selected Vendor shall furnish and deliver the products/services designated by the contract documents. All materials, supplies or services furnished under the contract shall be in accordance with the District specifications, the District sample, or the sample furnished by the Proposer and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at the vendor's expense. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

Outside of the Student Nutrition Services Department: The Selected Vendor is prohibited from selling or providing items to the District schools outside of this agreement without the written consent of the Child Nutrition Services Department. The Child Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines. Vendor shall charge the same price as agreed upon in this RFP.

Protests

Any Bidder may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

Product Delivery Specifications And Conditions

Packaging: Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged packages may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for packaging shall be borne by the vendor.

Ordering: The District will place orders online (preferably) and be sent confirmations. The District reserves the right to add, remove or delete product based on school needs.

Substitutions: Substitutions in quality or quantity shall receive prior approval from the Student Nutrition Services Department in order to qualify for payment.

Delivery: The District reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Delivery shall not be made so close to service time as to create concern by the school site. Delivery is to be pre-scheduled to coincide with school bell schedule and route flow for best reduction of expenses, mileage, and time. Awarded vendor may be required to make direct deliveries to 2 sites. Deliveries shall be made utilizing proper delivery trucks and equipment. All deliveries shall occur between 6:30am and 11:30 am unless otherwise arranged with the District. Dark drops will not be accepted. If Monday is a scheduled delivery day and Monday is a holiday, deliveries will occur on the Tuesday after the holiday. Refer to the table below for delivery sites, times, and locations.

Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Crittenden Middle School	1701 Rock Street, Mountain View, California 94043	6:30 AM and 11:30 AM	Monday, Wednesday	2
Graham Middle School	1175 Castro Street, Mountain View Ca 94040	6:30 AM and 11:30 AM	Monday, Wednesday	2

Request For Proposal Signature Page - Attachment "2"

TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	Cole Supply Company LLC dba Brady IFS
Signature of Company Official	<i>Matt Forbes</i>
Name of Signer	MATT FORBES
Title of Signer	Regional Sales Manager NOR CAL
Email Address	MATT.FORBES@bradyindustries.com
Complete Mailing Address	2750 MAXWELL WAY
City, State, Zip	FAIRFIELD, CA 94534
Phone Number	707 - 745 - 8900
Date	6-15-23
Minimum Dollar Amount for Delivery	\$ NOT CURRENTLY
<input checked="" type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	NOT CURRENTLY
<input type="checkbox"/>	c

Award Criteria - Attachment "3"

Mountain View Whisman School District intends to award to the responsible Proposer or multiple Proposers whose proposal is most advantageous to the District's program(s) with price and other factors considered. MVWSD will evaluate qualifying proposals using the following criteria:

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	10
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Ordering Systems and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. 50% of Max Points: Availability of placing e-mail orders with email order confirmation. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Sustainable Product Availability	100% of Max Points: Products with recycled materials, recycled products are used whenever possible. Compostable products are available. 50% of Max points: Products with recycled materials and recycled products are used whenever possible. Compostable Products are not available. 0 Points: Products with recycled materials, recycled products and compostable products are not available.	Itemized Bid Lists, Questionnaire	15

Safety Records and Controls	<p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <ul style="list-style-type: none"> - Bidder's staff are properly and regularly trained in current safety procedures, - Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. - If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. - Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. <p>0 Points: Unable to meet or provide above specified criteria.</p>	<ul style="list-style-type: none"> - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire 	10
TOTAL POINTS:			100

Vendor Questionnaire - Attachment "4"

TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary.

1. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
Yes
2. Delivery Specifications - What is the current makeup of your delivery vehicle fleet?
Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
Fleet consists of 20 Isuzu Bobtails, 15 -26' Macks, Freightliner, no refrigeration
3. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
1:00 PM
4. Service Reliability and Past Performance - What is the lead time you require for orders?
Stocking items next day by 2 PM
5. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes ___ No
6. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
Yes
7. Service Reliability and Past Performance - How many years has your company been in the paper supplies business? (required, unscored)
76 years since 1947
8. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
No
9. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? (unscored)
Same day, either ecommerce or customer service
10. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
Not currently
11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
10
12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall? (unscored)
Email, sales rep, and phone call
13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
Yes
14. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures.
Yes, ecommerce. Email sales rep or sales support
15. Contracting with Minority-Owned Businesses - per CFFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?
 Yes
 No

16. Sustainable Product Availability - Are compostable products available?

Yes

No

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): Brady IFS

Signature of Bidder's Authorized Representative: *Matt Forbes*

Date of Signing: 06/15/2023

Print Name & Title of Authorized Representative: Matt Forbes NorCal Regional Sales Manager

Phone Number: 925-580-7255

Email: Matt.forbes@bradyindustries.com

References - Attachment "5"

TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An irresponsible reference will not be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

School District	EASTSIDE UHSD
Contact Person & Title	LIZ AMADOR - Purchasing Mgr
Telephone Number	408-347-5072
Required Number of Deliveries per Week	3

Reference #2

School District	Campbell USD
Contact Person & Title	Cherrise Stevenson - Purchaser
Telephone Number	408-341-7208
Required Number of Deliveries per Week	3

Noncollusion Affidavit - Attachment "6"

PUBLIC CONTRACTS CODE SECTION 7106⁽¹⁾_(SEP)
TO BE SUBMITTED WITH PROPOSAL

State of California
County of Solano

Bidder's Name Cole Supply Company LLC dba BRADYIFS, being first duly sworn, deposes and says that he or she is Owner of Contractor Name MATT FORBES the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal 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 Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, 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 Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal 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 Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

6-15-23
(Date)

Cole Supply Company LLC
dba BRADYIFS
Bidder Name
(Person, Firm, Corp.)

2750 MAXWELL WY FAIRFIELD, CA 94534
Signed at (Place)

MATT FORBES *Matt Forbes*
Authorized Representative

2750 MAXWELL WY
Address

FAIRFIELD CA 94534
City, State, Zip

MATT FORBES
Representative's Name

REGIONAL SALES MANAGER NORCAL
Representative's Title

Bidder's Statement Regarding Insurance Coverage Attachment "7"

TO BE SUBMITTED WITH PROPOSAL

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mountain View Whisman School District as Additional Insured for the work specified.

Cole Supply Company LLC dba BRADYIFS

Name of Bidder (Person, Firm, or Corporation)

Matt Forbes

Signature of Bidder's Authorized Representative

MATT FORBES - REGIONAL SALES MANAGER NORCAL

Name & Title of Authorized Representative

6-15-23

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Cole Supply Company ^{LLC} dba BRADY IFS
Name of Bidder (Person, Firm, or Corporation)

Matt Forbes
Signature of Bidder's Authorized Representative

MATT FORBES Regional SALES MANAGER NORCAL
Name & Title of Authorized Representative

6-15-23
Date of Signing

ATTEST:

By Tracy Busby
Signature

TRACY BUSBY Bid Analyst
Printed Name & Title

Drug-Free Workplace Certification - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

I, MATT FORBES, am the REGIONAL SALES MANAGER of NORCAL
(Print Name) (Title)

(Bidder Name): Cole Supply Company LLC I declare, state and certify to all of the following:
dba BRADYIFS

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at FAIRFIELD CA this day of 6-15-23
(City and State) (Date)

Matt Forbes
(Signature)

MATT FORBES
(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the Cole Supply Company LLC dba ^{BRADY IFS} (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 6-15-23

Matt Forbes
CONTRACTOR

By: MATT FORBES

Fingerprinting/Criminal Background Investigation Certification -
Attachment "11"

TO BE SUBMITTED WITH PROPOSAL
FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Regional Sales Mgr [insert "owner" or officer title] of Cole Supply Company LLC dba Brady IFS [insert name of business entity], have read the foregoing and agree that Cole Supply Company LLC dba Brady IFS [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 6-15-23

Name: MATT FORBES

Signature: Matt Forbes

Title: Regional Sales Manager NorCal

Certificate Of Independent Price Determination - Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

<i>Cole Supply Company LLC dba Brady IFS</i>		
Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

<i>Matt Forbes</i>	<i>Regional Sales Mgr</i>	<i>6-15-23</i>
Signature of Bidder's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative	Title	Date

Certification And Disclosure Statements - Attachment "13"

Following is an explanation of the submission requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by the contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at eburnette@cde.ca.gov.

Suspension And Debarment Certification - Attachment "14"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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 agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, 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 agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Name of School
Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

MATT FORBES
Printed Name

REGIONAL SALES MANAGER NORCAL
Title

Matt Forbes
Signature

10-15-23
Date

DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES.
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$150,000) is providing the certification set out on the reverse side in accordance with these instructions.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

1. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal 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.

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," 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 proposal is submitted for assistance in obtaining a copy of those regulations.

1. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

1. 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.

1. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

1. 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.

1. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying - Attachment "15"

TO BE SUBMITTED WITH PROPOSAL

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 Proposal, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature	Date:
OR		
Name of Vendor: <i>COLE SUPPLY COMPANY LLC dba BRADY IFS</i>		
Printed Name and Title: <i>MATT FORBES Regional Sales Manager NorCal</i>	Signature: <i>Matt Forbes</i>	Date: <i>10-15-23</i>

Disclosure Of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

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 _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: 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>	10. b. Individuals Performing Services <i>(including address if different from No. 10a) (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: <i>Matt Forbes</i> Print Name: <i>MATTFORBES</i> Title: <i>Regional Sales Manager Norcal</i> Telephone No.: <i>707-745-8900</i> Date: <i>6-15-23</i>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Instructions For Completion Of Sf-LII, Disclosure Of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 Sub awardee, e.g., the first sub awardee 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 "Sub awardee," 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. 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.
11.
 - 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).

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

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed) <i>Cole Supply Company LLC dba Brady IAS</i>	BTRC (or n/a)
By (Authorized Signature) <i>Matt Forbes</i>	
Print Name and Title of Person Signing <i>Matt Forbes Regional Sales Manager Nor Cal</i>	
Date Executed <i>6-15-23</i>	City Approval (Signature) (Print Name)

OPTION #2: EXEMPTION

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

Vendor Name/Financial Institution (printed)	BTRC (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	City Approval (Signature) (Print Name)

China Prohibition Certification - Attachment "17"

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we MATT FORBES, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Mountain View Whisman School District for use in their school meal programs and paid for by federal funds.

MATT FORBES Regional Sales Manager NorCal

Printed Name and Title of Person Signing

Matt Forbes 6-15-23

Signature

Date

END OF RFP

Itemized Bid List - Attachment 16

Vendor Name:	Item (i.e. Apple)	Quantity	Preferred Pack/Size	Unit	Pack/Size Offered	Adjusted Quantity (if applicable)	Show math used for pack size conversion, if applicable	Description Offered	Recyclable ? Y/N	Made from Recycled Materials	Certified compostable available?	Origin? USA or Non-USA	Unit Price	Extended Price (Total)	Notes
	Bag-Paper Sandwich-Deli 5.5x18 White	75	2M	CS	2000			BAG NAT 6.5X18 SANWICH PFAS FREE	YES	NO	NO	USA	\$ 61.78	\$ 4,633.50	
	Bakery-Pan Liner 16-3/8 White Pan Liner	15	1M	CS	1000			PAN LINER 16-3/8 X24-3/8 (25#) OULION GP	NO	NO	NO	USA	\$ 44.49	\$ 667.35	
	Micro 5.755PMicro Dome Lid	25	12-24oz Bowls 500	CS	500			LID PLAST 12-18 OZ DOME VENTED	YES	NO	NO	USA	\$ 46.31	\$ 1,157.75	
	Bowl-Micro 2/16oz-5.75 Black Micro Bowl	25	504	CS	504			BOWL PLAST 16 OZ BLK MICRO	YES	NO	NO	USA	\$ 62.47	\$ 1,561.75	
	Bag-Foil-Hot-Dog-Sandwich	15	1M	CS	1000			BAG FOIL 9" X 5.5X1.5X8.5 HOT DOG PRINTED	NO	NO	NO	USA	\$ 51.21	\$ 768.15	
	Bag-Plas 10/14-Hi-den Ch	20	1000ct	CT	1000			BOR 10/14HD UTILITY BAGS ON ROLLS W/ TWIST	YES	NO	NO	BOTH	\$ 11.49	\$ 229.80	
	Cup-Plas-Hnd-Perfalt 2oz Inert	25	1000	CS	150	167	1000*25=160 =167	CUP PAPERAIT 12 OZ CLR RND COMBO	YES	YES	NO	USA	\$ 43.57	\$ 7,276.19	THESE ARE SOLD AS A COMBO SET
	Cup-Plas-Hnd-Perfalt 12-16 oz lbs	25	1000	CS	150			CUP PAPERAIT 12 OZ CLR RND COMBO	YES	YES	NO	USA			THESE ARE SOLD AS A COMBO SET
	Cup-Plas-Hnd-Perfalt 12oz	25	1000	CS	150			CUP PAPERAIT 12 OZ CLR RND COMBO	YES	YES	NO	USA			THESE ARE SOLD AS A COMBO SET
	Cutlery-MW-Poly Mid-Heavy Fork	50	10/100ct	CS	10/100			CUTLERY FORK MED WHIT PP	YES	YES	NO	NON USA	\$ 7.18	\$ 359.00	
	Cutlery-MW-Poly Mid-Heavy Spoon	50	10/100ct	CS	10/100			CUTLERY TEASPOON MED WHIT PP	YES	YES	NO	NON USA	\$ 7.18	\$ 359.00	
	Film PVC 12"	5	2000FT Roll SII cutter	EACH	1 ROLL			FILM CLUNG 12X2M 35 GAUGE W/CUTTER BLA	NO	NO	NO	NON USA	\$ 9.18	\$ 45.90	
	Film PVC 16"	5	2000FT Roll	EACH	1 ROLL			FILM CLUNG 18X2M 35 GAUGE W/CUTTER BLA	NO	NO	NO	NON USA	\$ 13.98	\$ 69.90	
	Film PVC Roll PERF 14x14	40	1200CT	CT	1 ROLL			FILM PVC 14"x14" PERFORATED ALL PURPOSE	YES	NO	NO	USA	\$ 12.95	\$ 518.00	
	Film PVC Roll PERF 10x10	20	1900CT	CT				NO BID						NO BID	
	Foil Alumin Roll Std Wct 12"	5	1000FT	CT	1 ROLL			FOIL ALUM 12X1000 ROLL	YES	NO	NO	NON USA	\$ 76.29	\$ 131.45	
	Foil Alumin Sheet 12x10 ppbr	10	500CT	CT	6/600			FOIL ALUM 12X10.75 POPUP SHEETS	YES	NO	NO	NON USA	\$ 46.25	\$ 462.50	
	Food Wrap Foil Sheets 12x10.75	10	6500	CS	6/600			FOIL ALUM 12X10.75 POPUP SHEETS	YES	NO	NO	NON USA	\$ 46.25	\$ 462.50	
	Glove Nitrile FDSER PF med	40	10/100ct	CS	10/100			GLOVE NITRILE PF EXAMI MED BLUE 10/100	NO	NO	NO	NON USA	\$ 35.00	\$ 1,400.00	
	Glove nitrile FDSER PF lg	20	10/100ct	CS	10/100			GLOVE NITRILE PF EXAMI LARGE BLUE 10/100	NO	NO	NO	NON USA	\$ 36.00	\$ 720.00	
	Glove Nitrile FDSER PF xlg	20	10/100ct	CS	10/100			GLOVE NITRILE PF EXAMI X-LARGE BLUE 10/100	NO	NO	NO	NON USA	\$ 36.00	\$ 720.00	
	Hinge Plas Clear, Shallow Lunch box	25	500	CS	500			CONT PLAST LUNCH BOX 8X5X2 OPS SHALLOW	YES	NO	NO	NON USA	\$ 115.45	\$ 2,886.25	
	Liner Trash 30x36 7ML Black	10	250ct	CS	250			16X19X38 MEDIUM DUTY BLACK 1/CS	YES	YES	NO	USA	\$ 27.90	\$ 279.00	
	Napkin Kraft 2ply Interfold Dispenser	25	6M	CS	24/250			MARKIN DISPENSER KRAFT 6 23X8 7.5 P-P	YES	YES	NO	NON USA	\$ 20.63	\$ 515.75	
	Plate 9" Bagasse PFAS FREE	250	500	CS	4/125			PLATE BAGASSE PF 9" 1 COMP	YES	NO	YES	NON USA	\$ 27.59	\$ 6,897.50	

Tray-School #SLPS-5camp Natural School Tray	1,000	240	CS	4/125	480	210*1000=500 0=480	TRAY PULP PF COMP PULP SCHOOL	YES	NO	YES	NON USA	\$ 39.08	\$ 18,758.40
Tray-Food 2# Red Plaid	100	1M	CS	1000			TRAY FOOD PAPER #2 RED/WHIT CHECK	YES	YES	YES	USA	\$ 27.26	\$ 2,726.00
Tray-Food 3# red plaid	100	1M	CS	500	200	1000*100=500 0 =200	TRAY FOOD 3# BASKETWEAVE PLAID	YES	YES	YES	USA	\$ 24.17	\$ 4,834.00
Wiper FDSVC Therm Probe	35	200ct	CS	1000	7	200*35=1000 =7	WIFE SANITIZING THERMOMETER PROBE 70%ALC	NO	NO	NO	USA	\$ 23.23	\$ 182.81
Wiper Towel White 13.5x24 Dry	10	150ct	CS	150			WIPERS BOXED 14FLD WYPALL X80 08260	NO	NO	NO	USA	\$ 18.90	\$ 188.00

Mountain View Whisman School District

Amendment No. 1

Posted June 7, 2023

**Request for Proposal (RFP) #2023-24-03
Paper**

To: ALL PROSPECTIVE BIDDERS

This is to inform all prospective bidders that the Mountain View Whisman School District is issuing Bid Amendment No. 1 to the RFP, as previously defined.

Each bidder must ensure to submit a signed and completed copy of this Bid Amendment No. 1 along with their bid proposal by the specified bid date and time. Failure to do so may result in the bidder's proposal being deemed non-responsive.

Please be advised that the information contained in this bid amendment supersedes any conflicting information previously provided. Any other information in the original RFP not amended remains unchanged.

If you have any questions, please contact the District for clarification.

1. See Pages 1, 3, 4

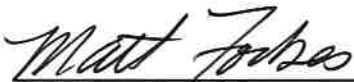
Amended From:

Due date for RFP is June 19th at 10:00 am

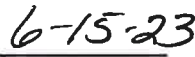
Amended To:

Due date for RFP is June 20th at 10:00 am

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature



Date

MATT FORBES Regional Sales Manager NorCAL

Print Name and Title

Cole Supply Company LLC dba BRADYIFS

Print Company Name

Sincerely,

Debbie Austin

Child Nutrition Department

daustin@mvwsd.org

1400 Montecito Ave, Mountain View, CA 94043

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

MVWSD PAPER_RFP 2023-24-03 SPS

Reply to Questions Received Through June 9th, 2023

Date: June 9th, 2023

To: All Prospective Respondents

From: Main Point of Contact at District

This notice responds to the questions received by MVWSD regarding RFP#**2023-24-03** Paper.

Question 1	Please advise what is the manf. name, item number, and/or specs/measurements, for bid item, "Hinge Plas Clear, Shallow Lunch box"
Answer 1	<ul style="list-style-type: none">- Manufacturers Part Number: #02010.- Size: 7 1/2" x 4 3/4" x 2 1/4"- Polar-Pak™ Shallow Lunch Box

Dear Mountain View Whisman School District Partners,

I hope this email finds you well. We invite you to participate in our Child Nutrition RFP#2023-24-03 Paper. Please see below for additional information. Thank you for your continued support and commitment to our students; we look forward to your participation.

INVITATION TO BID

June, 2 2023

To: Interested Providers

The Mountain View Whisman School District ("District") is soliciting proposals for the following:

PROJECT:

Invitation For Bid RFP#2023-24-03

Paper

BACKGROUND:

The District is located in Santa Clara and has a projected student enrollment for the 2023 - 2024 school year of approximately 4500 students. The District has 3 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products.

We encourage you to visit our website <https://www.mvwsd.org> for more information about the District.

BID INFORMATION:

For more information about our bid, please visit our website:

<https://www.mvwsd.org/cms/One.aspx?portalId=418858&pageId=23155102>

