

GENERAL BID INSTRUCTIONS

KENT HUANG 562-654-9352

CLOSING DATE: 12/12/08, 3:00 P.M. (PST)
SEALED BID MUST BE DELIVERED AND TIME-STAMPED BEFORE DEADLINE

SCOPE OF BID

THE PURCHASE OF VARIOUS PRINTED MEAL TICKET BOOKS FOR USE BY SCHOOLS THROUGHOUT THE DISTRICT AS SPECIFIED IN APPENDIX A THROUGH F.

THIS IS A ONE-TIME BID OFFERING OF ESTIMATED REQUIREMENTS FOR THE LOS ANGELES UNIFIED FOODS WAREHOUSE.

BID INSTRUCTIONS

1. READ CAREFULLY ALL THE DOCUMENTS INCLUDED IN THIS BID PACKAGE, CONSISTING OF THE FOLLOWING SECTIONS:

- A. GENERAL BID INSTRUCTIONS
- B. BIDDER QUESTIONNAIRE/CERTIFICATION REGARDING DEBARMENT
- C. REQUEST FOR BID FORM
- D. CERTIFICATION OF COMPLIANCE TO DISTRICT'S ETHICS POLICY
- E. CERTIFICATION OF COMPLIANCE TO THE DISTRICT'S SWEAT-FREE POLICY
- F. CERTIFICATION OF RESTRICTIONS ON LOBBYING
- G. CONFLICT OF INTEREST
- H. SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

2. FILL OUT COMPLETELY THE ENCLOSED REQUEST FOR BID FORM. BE SURE TO PROVIDE ALL THE INFORMATION REQUESTED ON THE FORM BY PRINTING/TYPING YOUR BID RESPONSE. PROVIDE ALL REQUESTED INFORMATION IN THE RATE SCHEDULE. BE SURE TO SIGN AND DATE YOUR BID.

SUBMITTAL OF BID

THIS DOCUMENT IS A FORMAL BID AND SHALL BE SUBMITTED ON THIS FORM SEALED IN AN ENVELOPE CLEARLY INDICATING THE BIDDER'S NAME, BID NUMBER AND BID CLOSING DATE. THE BID MUST BE SIGNED BY A COMPANY REPRESENTATIVE AUTHORIZED TO ENTER INTO BINDING AND ENFORCEABLE AGREEMENTS FOR AND IN BEHALF OF THE COMPANY AND SHALL BE DELIVERED BY THE DATE AND TIME INDICATED TO:

LOS ANGELES UNIFIED SCHOOL DISTRICT
PROCUREMENT SERVICES CENTER
8525 REX ROAD
1ST FLOOR RECEPTIONIST
PICO RIVERA, CA 90660
RE: BID # 60152

NOTE: FORMAL BIDS SUBMITTED BY WAY OF FACSIMILE MACHINE AND/OR ELECTRONIC MAIL WILL NOT BE ACCEPTED. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO VERIFY THAT SAID BID HAS BEEN DELIVERED TO THE OFFICE.

OPENING OF BIDS

BIDS WILL BE OPENED AND READ AFTER 3:00 P.M. ON THE DATE SPECIFIED AT THE PROCUREMENT SERVICES CENTER, 8525 REX ROAD, PICO RIVERA, CA 90660. BIDDER, THEIR REPRESENTATIVE, AND OTHER INTERESTED PERSONS MAY BE PRESENT AT THE BID OPENING AND READING. ALL BID RESPONSES RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED.

BID RESPONSE SHOULD CONTAIN THE FOLLOWING (AT THE MINIMUM):

- COVER LETTER
- A COMPLETED REQUEST FOR BID FORM
- COMPLETED BIDDER QUESTIONNAIRE/CERTIFICATION REGARDING DEBRIMENT/POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM
- COMPLETED SBE UTILIZATION REPORT
- ANY ADDITIONAL INFORMATION REQUIRED AS SPECIFIED HEREIN

BIDDING INFORMATION

ALL COMMUNICATIONS IN CONNECTION WITH THIS BID SHALL BE SUBMITTED ONLINE THROUGH THE DISTRICT'S VENDOR WEBSITE AT: <http://contracts.lausd.net/vendors/>.

BID TERMS & CONDITIONS

THE PRICE OF THIS BID SHOULD BE FIRM FOR ANY ADDITIONAL PURCHASES TILL JANUARY, 2009. ANY TERM DISCOUNT OR OFFER SHOULD BE APPLICABLE AND EXTENDED TO THE DISTRICT ANY TIME DURING THE TERM OF THIS BID.

ALL QUESTIONS/CLARIFICATIONS MUST BE SENT IN WRITING TO THE DISTRICT VIA THE DISTRICT'S WEBSITE:
<http://contracts.lausd.net/vendors/VendorHome.aspx>

AT NO TIME PRIOR TO THE DISTRICT'S NOTICE OF INTENT TO AWARD SHALL THE BIDDER CONTACT ANY DISTRICT REPRESENTATIVE OR PERSONNEL WORKING ON BEHALF OF THE DISTRICT FOR THE PURPOSE OF GAINING AN UNFAIR ADVANTAGE OR INFLUENCING THE BIDDING PROCESS. ANY CONTACT BY A BIDDER WITH A DISTRICT REPRESENTATIVE OR EMPLOYEE EXCEPT THOSE AS DESIGNATED ABOVE MAY BE DEEMED AS INAPPROPRIATE. SUCH CONTACT COULD SUBJECT THE BIDDER TO DISQUALIFICATION FROM THE BID PROCESS.

BASIS OF AWARD

IT IS THE DISTRICT'S INTENT TO MAKE AN AWARD TO THE LOWEST RESPONSIBLE/RESPONSIVE BIDDER(S) WHO MEETS THE BID REQUIREMENTS AND SPECIFICATIONS OF THIS BID. THE DISTRICT'S TECHNICAL STAFF SHALL CONDUCT A THOROUGH EVALUATION TO DETERMINE THE RESPONSIVE BIDS. THE DISTRICT SHALL BE THE SOLE JUDGE IN MAKING SUCH DETERMINATION. THE DISTRICT RESERVES THE RIGHT TO AWARD OR NOT TO AWARD, EITHER IN WHOLE OR IN PART, ANY OR ALL THE REQUIREMENTS LISTED IN THIS BID. FURTHERMORE, THE DISTRICT MAY, AT ITS DISCRETION, WAIVE ANY INFORMALITIES AND MINOR IRREGULARITIES, AND TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND DATES OF DELIVERY.

THE DELIVERY DATES SHALL BE DETERMINED BY ALLOWING THE INDICATED AMOUNT OF DAYS FOR DELIVERY AS INDICATED BY THE RATE SCHEDULE, AFTER THE VENDOR RECEIVES THE PURCHASE ORDER FROM THE DISTRICT.

THE CASH DISCOUNT **SHALL BE INCLUDED** IN THE DETERMINATION OF LOW BID. A CASH DISCOUNT FOR A TIME PERIOD OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED.

DISTRICT'S REMEDY FOR FAILURE TO PROVIDE AS AGREED

IF VENDOR DOES NOT DELIVER THE VARIOUS MEAL TICKET BOOKS READY FOR ACCEPTANCE ON OR BEFORE THE SCHEDULED DELIVERY DATE, VENDOR SHALL PAY TO THE DISTRICT AS FIXED AND AGREED LIQUIDATED DAMAGES WHICH SHALL BE IN LIEU OF ALL OTHER DAMAGES FOR SUCH NON-DELIVERY IN THE AMOUNT OF \$350 PER DAY FOR EACH DAYS DELAY IN COMPLETION. THIS CHARGE MAY BE CREDITED (DEDUCTED) AGAINST INVOICE SUBMITTED UNDER CLAUSE ENTITLED "DEFAULT BY CONTRACTOR" (SEE BID/PURCHASE ORDER CONDITION #11).

IF THE DELAY IN DELIVERY OF VARIOUS MEAL TICKET BOOKS CONTINUES PAST THIRTY (30) DAYS THE DISTRICT MAY IMMEDIATELY CANCEL THE PURCHASE ORDER ISSUED AND PROCEED TO INVOKE THE PROVISION OF THE CLAUSE ENTITLED 'DEFAULT BY CONTRACTOR,' (SEE: BID/PURCHASE ORDER CONDITION #11).

FURTHER EXPLANATION OR CLARIFICATION OR PROVISION PERTAINING TO ACCEPTANCE REJECTIONS OF BIDS OR FAILURE OF VENDOR TO PROVIDE MAY BE OBTAINED BY CONTACTING THE DISTRICT REPRESENTATIVE:

KENT HUANG
BUYER
TEL. (562) 654-9352
FAX (562) 654-9017
E-MAIL: KENT.HUANG@LAUSD.NET

DELIVERY INSTRUCTION

UNLESS OTHERWISE INDICATED, ALL SHIPMENTS SHALL BE DELIVERED BETWEEN THE HOURS OF 6.30 A.M. AND 1.00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING DISTRICT HOLIDAYS.

SAMPLE REQUIREMENT

SUBMIT READY PROOFS FOR APPROVAL TO:

LAURA BENAVIDEZ

FOOD SERVICES BRANCH

333 S. BEAUDRY AVE., 28TH FLOOR

LOS ANGELES, CA 90017

PHONE# (213)241-2985 FAX (213)241-8464

EMAIL: LAURA.BENAVIDEZ@LAUSD.NET

EMAIL PROOF SUBMITTAL CONFIRMATION TO: KENT.HUANG@LAUSD.NET.

CONFLICT OF INTEREST

YOUR SIGNATURE CERTIFIES THAT NO DISTRICT EMPLOYEE WHOSE POSITION IN THE DISTRICT'S SERVICE ENABLES HIM/HER TO INFLUENCE ANY AWARD OF YOUR OFFER OR ANY COMPETING OFFER, AND NO DISTRICT EMPLOYEE, HIS/HER SPOUSE, AND ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL HAVE DIRECT OR INDIRECT FINANCIAL INTEREST IN ANY TRANSACTION RESULTING FROM THIS REQUEST FOR QUOTATION.

BIDDER INFORMATION WITH BID

A COMPLETED BIDDER'S QUESTIONNAIRE AND A CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549) MUST BE SUBMITTED AS PART OF THE BID PACKAGE FOR EVALUATING THE QUALIFICATIONS OF THE BIDDER AND THEIR ORGANIZATION TO CARRY OUT SATISFACTORILY THE TERMS OF A CONTRACT. THE QUESTIONNAIRE MUST BE FILLED OUT ACCURATELY, COMPLETELY AND SUBMITTED WITH THE BID. ANY ERRORS, OMISSIONS OR FRAUDULENT INFORMATION MAY BE CONSIDERED AS A BASIS FOR THE REJECTION OF THE BID AND MAY BE GROUNDS FOR THE CANCELLATION OF ANY SUBSEQUENT AGREEMENT EXECUTED AS A RESULT OF THE BID OR BIDS INVOLVED.

THE INFORMATION CONTAINED IN THE QUESTIONNAIRE WILL BE MADE AVAILABLE ONLY TO EMPLOYEES OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT OR MEMBERS OF THE BOARD OF EDUCATION. BIDDERS DESIRING ADDITIONAL INFORMATION CONCERNING THE QUESTIONNAIRE OR ANY OF THE OTHER DOCUMENTS COMPRISING THE BID OR CONTRACT SPECIFICATIONS MAY DO SO BY CALLING THE DISTRICT REPRESENTATIVE AS INDICATED ON THE COVER PAGE.

THE DISTRICT RESERVES THE RIGHT TO EVALUATE THE INFORMATION PROVIDED ON THE QUESTIONNAIRE PRIOR TO AWARD OF ANY CONTRACT(S) AND IF REPRESENTATIVES OF THE DISTRICT DETERMINE AFTER SUCH EVALUATION THAT THE BIDDER IS NOT CAPABLE OF PERFORMANCE SATISFACTORY TO THE DISTRICT, THEIR BID WILL BE RULED "NON-RESPONSIBLE".

BIDDER QUESTIONNAIRE/CERTIFICATION REGARDING DEBARMENT

THE FOLLOWING QUESTIONNAIRE IS A PART OF THE COMPLETE BID AND MUST BE SUBMITTED AS SUCH. THE INFORMATION PROVIDED THEREIN WILL BE USED SOLELY FOR EVALUATING THE QUALIFICATIONS OF THE BIDDER AND THEIR ORGANIZATION TO CARRY OUT SATISFACTORILY THE TERMS AND CONDITIONS OF THE CONTRACT. THIS QUESTIONNAIRE MUST BE FILLED OUT ACCURATELY, COMPLETELY AND SUBMITTED WITH THE BID. ANY ERRORS, OMISSIONS OR FRAUDULENT INFORMATION MAY BE

CONSIDERED AS A BASIS FOR THE REJECTION OF THE BID AND MAY BE GROUNDS FOR THE CANCELLATION OF ANY SUBSEQUENT AGREEMENT EXECUTED AS A RESULT OF THE BID OR BIDS INVOLVED.

I. BIDDER'S FACILITY (NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER'S FACILITY)

NAME _____

TITLE _____
(AUTHORIZED REPRESENTATIVE)

ADDRESS _____

TELEPHONE NUMBER _____ FAX NUMBER _____

1. LOCATION _____

TELEPHONE NUMBER _____ FAX NUMBER _____

CONTACT PERSON _____

SIGNATURE _____ DATE _____

PROVIDE (INCLUDE WITH BID) SUFFICIENT INFORMATION REGARDING YOUR FIRM'S QUALIFICATIONS TO PROVIDE FOR LAUSD NEEDS. YOU MAY INCLUDE SUPPORTING LITERATURE AND ATTACHMENTS, WHICH THE DISTRICT MAY USE TO ESTABLISH THE RESPONSIBILITY AND CAPACITY OF YOUR FIRM TO MEET LAUSD'S REQUIREMENTS.

II. OPERATION PROFILE

PROVIDE (INCLUDE WITH BID) A SUMMARY OF YOUR FIRM'S OPERATION.

III. DEBARMENT AND SUSPENSION CERTIFICATION

THE DISTRICT IS PROHIBITED FROM CONTRACTING WITH A COMPANY OR INDIVIDUAL THAT HAS BEEN DEBARRED OR SUSPENDED IN ACCORDANCE WITH 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). THIS PROHIBITION DOES NOT EXTEND TO CONTRACTS IN EXISTENCE AT THE TIME OF THE DEBARMENT/SUSPENSION OR TO MOST CONTRACTS UNDER \$25,000. RATHER, IT APPLIES TO NEW CONTRACTS AND EXTENSIONS OR RENEWALS OF EXISTING CONTRACTS OF \$25,000 OR MORE AND TO CONTRACTS FOR AUDIT SERVICES, REGARDLESS OF AMOUNT. TO

BE ELIGIBLE FOR AN AWARD UNDER THIS BID, THE BIDDER MUST CERTIFY COMPLIANCE BY SIGNING PAGE 6 OF THIS BID FORM SECTION.

IV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549)

THE FOLLOWING CERTIFICATION IS APPLICABLE ONLY TO CONTRACTS FOR \$25,000 OR MORE WHICH ARE FUNDED BY FEDERAL FUNDS. BY SIGNING THIS BID DOCUMENT, THE BIDDER CERTIFIES THAT, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, HE/SHE AND HIS/HER PRINCIPALS:

- (A) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR DECLARED INELIGIBLE FOR THE AWARD OF CONTRACT(S) BY ANY FEDERAL AGENCY, AND
- (B) HAVE NOT, WITHIN A THREE-YEAR PERIOD PRECEDING THIS BID, BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR: COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY, AND
- (C) ARE NOT PRESENTLY INDICTED OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE, OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH B (ABOVE) OF THIS CERTIFICATION, AND
- (D) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS BID HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE, OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

IF THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE BIDDER SHALL ATTACH AN EXPLANATION TO THIS BID.

NAME OF FIRM _____

BY _____

(SIGNATURE)

(PRINT NAME)

TITLE _____

DATED THIS _____ DAY OF _____

IF THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS INDICATED IN THE ABOVE SECTION, "CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549)," INDICATE BELOW OR ATTACH TO THIS QUESTIONNAIRE, A FULL EXPLANATION AS TO THE CIRCUMSTANCES OF SUCH NON-COMPLIANCE.

FILING OF PROTESTS

ALL PROTESTS SHALL BE FILED, HANDLED AND RESOLVED IN A MANNER CONSISTENT WITH THE DISTRICT'S PROTEST PROCEDURES. THE DISTRICT WILL RESPOND TO EACH SUBSTANTIVE ISSUE RAISED IN THE PROTEST. PROTESTS RELATING TO THE CONTENT OF THIS INVITATION FOR BID (IFB)/REQUEST FOR PROPOSAL (RFP) DOCUMENT MUST BE FILED WITHIN TEN (10) BUSINESS DAYS AFTER THE DATE THE IFB/RFP IS FIRST ADVERTISED. PROTESTS RELATING TO A RECOMMENDATION FOR AWARD SOLICITED BY THIS IFB/RFP MUST BE FILED BY AN "INTERESTED PARTY" WITHIN FIVE (5) BUSINESS DAYS AFTER THE STAFF'S WRITTEN RECOMMENDATION AND NOTICE OF INTENT TO AWARD IS ISSUED TO THE PROPOSING FIRMS. THE DATE OF FILING SHALL BE THE DATE OF RECEIPT OF PROTESTS BY THE DISTRICT.

ALL PROTESTS SHALL BE FILED IN WRITING WITH THE CHIEF PROCUREMENT OFFICER, LOS ANGELES UNIFIED SCHOOL DISTRICT, 333 S BEAUDRY AVENUE, 28TH FLOOR, LOS ANGELES, CA 90017. **NO OTHER LOCATION SHALL BE ACCEPTABLE.** THE PROTEST SHALL, AT A MINIMUM, CONTAIN THE FOLLOWING:

- THE NAME AND ADDRESS OF THE INTERESTED PARTY AND ITS RELATIONSHIP TO THE PROCUREMENT
- IDENTIFICATION OF THE PROPOSED PROCUREMENT OR CONTRACT
- SUBSTANTIVE DESCRIPTION OF THE NATURE OF THE PROTEST
- ALL DOCUMENTATION SUPPORTING THE ALLEGATIONS OF THE PROTEST, AND
- STATEMENT OF THE SPECIFIC RELIEF REQUESTED

THE CHIEF PROCUREMENT OFFICER SHALL MAKE A DETERMINATION ON THE PROTEST, NORMALLY WITHIN TEN (10) BUSINESS DAYS FROM RECEIPT OF PROTEST. THE CHIEF PROCUREMENT OFFICER HAS THE AUTHORITY TO MAKE A FINAL DETERMINATION AND THE DECISION SHALL CONSTITUTE THE DISTRICT'S FINAL ADMINISTRATIVE REMEDY.

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER -
FOR FURTHER INFORMATION CALL

SUBMIT BID TO

LOS ANGELES UNIFIED SCHOOL DISTRICT

8525 REX ROAD, PICO RIVERA, CA 90660

MAILING ADDRESS:

P.O. BOX 513307, LOS ANGELES, CALIFORNIA 90051-1307

KENT HUANG

562-654-9352

SHIP TO:

BID NO.

60152

BID SHALL BE SUBMITTED ON THIS FORM SEALED IN ENVELOPE PROVIDED BY THE DISTRICT PLAINLY SHOWING BIDDER'S NAME, BID NUMBER AND DATE OF OPENING, AND DEPOSITED AT THE ABOVE ADDRESS BEFORE 3:00 P.M. ON 12/12/08 BID SENT BY FAX WILL NOT BE ACCEPTED

DO NOT DETACH FLAP
TYPE QUOTATION IN DUPLICATE
BY INSERTING STRIP OF CARBON
PAPER OVER THIS SHEET.

TYPE FIRM NAME HERE

FOODS WAREHOUSE DEL. PT. 1
8525 REX ROAD
PICO RIVERA, CA 90660

ADDENDUM NO.

BID MAILED

00

PAGENO.

11/26/08

BID NO.

PAGE NO.

BID COMMENTS

FOOD SERVICES BRANCH

ALL ITEMS MUST BE NEW UNLESS OTHERWISE INDICATED
THE DETAILED SPECIFICATIONS, AND/OR BRAND NAME OR NUMBER GIVEN BELOW IS DESCRIPTIVE AND INDICATES QUALITY AND STYLE OF ITEM REQUIRED. OFFERS TO SUPPLY ARTICLES SUBSTANTIALLY THE SAME AS THOSE DESCRIBED WILL BE CONSIDERED REGARDLESS OF MINOR VARIATIONS IF SUCH OFFERS ARE MADE. THE ARTICLES OFFERED MUST BE EQUAL IN QUALITY, DURABILITY, AND FITNESS FOR THE PURPOSE INTENDED AS DETERMINED SOLELY BY THE DISTRICT

ITEM	QUANTITY	UNIT	SPECIFY YOUR BRAND IN COLUMN PROVIDED.	STOCK NUMBER COMMODITY CODE	BRAND AND MODEL NUMBER	UNIT PRICE	TOTAL
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001 6,000.00 PKGS.

TICKETBOOKS (FREE) SINGLE TRACK & TRACK A, CALENDAR-TYPE SPRING A,
BREAKFAST/LUNCH, MARCH 01, 2009 TO SEPTEMBER 30, 2009
(SEE APPENDIX "A" FOR SPECIFICATIONS)

8607008388

002 1,200.00 PKGS.

TICKETBOOKS (REDUCED) SINGLE TRACK & TRACK A CALENDAR-TYPE SPRING A,
BREAKFAST/LUNCH, MARCH 01, 2009 TO SEPTEMBER 30, 2009
(SEE APPENDIX "B" FOR SPECIFICATIONS)

8607008387

003 400.00 PKGS.

TICKETBOOKS (FULL PRICE) SINGLE TRACK & TRACK A CALENDAR-TYPE SPRING A,
BREAKFAST/LUNCH, MARCH 01, 2009 TO SEPTEMBER 30, 2009
(SEE APPENDIX "C" FOR SPECIFICATIONS)

8607008383

004 2,000.00 PKGS.

TICKETBOOKS (FREE) TRACK B, C, & D, CALENDAR-TYPE, SPRING M,
BREAKFAST/LUNCH, MARCH 01, 2009 TO JULY 31, 2009
(SEE APPENDIX "D" FOR SPECIFICATIONS)

8607008390

005 300.00 PKGS.

TICKETBOOKS (REDUCED) TRACK B, C, & D, CALENDAR-TYPE, SPRING M,
BREAKFAST/LUNCH, MARCH 01, 2009 TO JULY 31, 2009
(SEE APPENDIX "E" FOR SPECIFICATIONS)

8607008391

006 250.00 PKGS.

TICKETBOOKS (FULL PRICE) TRACK B, C, & D, CALENDAR-TYPE, SPRING M,
BREAKFAST/LUNCH, MARCH 01, 2009 TO JULY 31, 2009
(SEE APPENDIX "F" FOR SPECIFICATIONS)

8607008382

TO THE BRANCH DIRECTOR OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT PURCHASING BRANCH, WE (I) HEREBY AGREE TO FURNISH THE ABOVE ARTICLES AND/OR SERVICES AT THE PRICES AND TERMS STATED, SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON THE REVERSE SIDE.

FIRM NAME

ADDRESS

PHONE

BY

TITLE OR POSITION

CITY, STATE & ZIP CODE

PHONE

(Bid not acceptable unless signed by Firm Member, Authorized Officer or Employee. Rubber stamp or typed signature not acceptable.)

ORDER SUBJECT TO CASH DISCOUNT

OF % 30 DAYS

CASH DISCOUNT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN AWARDED BIDS. 10TH PROX. IS NOT CONSIDERED EQUAL TO 30 DAYS.

CASH DISCOUNTS IN EXCESS OF 10% WILL BE CONSIDERED TRADE DISCOUNTS.

BID/PURCHASE ORDER CONDITIONS

1. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY.** The bidder shall specify in the bid and in the performance guarantee, if any, the full name and nature of its legal entity and any fictitious name under which it does business. The bid shall be signed under the full legal name by an authorized officer or person. Should a change be contemplated in the name or nature of the Contractor's legal entity, the contractor shall first notify the Contract Section of the District in order that proper steps may be taken to have the change reflected on the contract.

2. **PRICES.** Prices should be typed in duplicate on each item separately, on the units specified in the bid form. Taxes shall not be included (See Paragraph 3). Errors in price may be crossed off and corrections made prior to bid opening and should be initialed in ink by the person signing the bid or the bidder's authorized representative. During the period of deliveries under a contract resulting from a bid, a decrease in prices of the items listed shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices quoted. The District shall be given the lower prices which may (for comparable quality and delivery) be given by the contractor to any other school district or any other State, County, municipal, or local government agency in Los Angeles County of the products listed.

3. **TAXES.** Taxes shall not be included in bid prices (See Par. - 2). Invoices and Payment). The District will pay State Sales and Use Tax and/or the Los Angeles Uniform Local Sales and Use Tax, if applicable. The Federal Excise Tax is not applicable, as school districts are exempt. New or additional tax not in effect at the time of bid but in effect prior to delivery of merchandise shall be paid by the District.

4. **BRAND NAME AND NUMBER.** If specified by the District, it shall be understood that the bidder is quoting on the exact brand name and number specified. If the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Branch Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Branch Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 5 except that they may be submitted after bid opening. If not specified by the District, the bidder shall state the brand name and number on his bid.

5. **SAMPLES.** The District may reject the bid of any bidder failing to submit samples as requested. Samples shall be furnished free of cost, and shall be submitted when requested in the bid form before the bid opening to the Purchasing Branch, Room 401, 1425 S. San Pedro Street, Los Angeles, California 90015, unless otherwise specified. Samples should be plainly marked with the name of bidder, bid number and date of bid opening. Samples of successful bidders may be retained for comparison with deliveries. Other bidders may pick up samples (if not destroyed by test) on notice from the Purchasing Branch. Within 30 calendar days after date of such notice, samples will be disposed of by the District. Supplier (or its agent) assumes all risk of loss or damage to samples.

6. **ACCEPTANCE OR REJECTION OF BIDS.** The District may award a contract on an individual item or combination of items, whichever is to the best interest of the District. A bidder may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid for sixty (60) days after the bid opening date unless otherwise stipulated and may be accepted without further written notice by the Board of Education at a public meeting upon mutual agreement by the District and the Bidder, the sixty (60) day period may be extended. The Bidder may withdraw his Bid at any time before the Bid opening. In compliance with Gov't Code Secs. 4330 to 4334, inclusive, fitness and quality being equal, California-made products shall receive preference over materials made elsewhere.

7. **PERFORMANCE GUARANTEE.** A performance guarantee may be required on awards of annual contracts which exceed \$100,000.

8. **EXECUTION OF CONTRACT.** The successful bidder, who shall be called the contractor, shall sign the contract, and bond, if any, have the bond executed by a surety satisfactory to the District and return the contract and bond to the District Contract Section within ten (10) days after receipt of the contract.

9. **DELIVERY.** The District has contracted with the Traffic Management Division Management Division of the County of Los Angeles to provide traffic management services. Under the agreement, the District will exercise its authority (from the Interstate Commerce Act and the PULC Code) to negotiate directly with various transportation carriers to realize a FOB origin, freight shipped collect, FOB destination and the carrier selected by the vendor does not meet the standards of the District. Vendors who fail to adhere to shipping terms as specified on our purchase order or a written agreement will have all additional costs deducted from their invoices. It is imperative to state the shipping point and shipping weight for each item quoted to enable the Traffic Management Division to assign appropriate carrier. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by two (2) packing slips, and where applicable the District purchase order number shall appear on all cases and packages. NOTE: Failure to include the purchase order number on the packing slips or freight bill may result in refusal of delivery.

10. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES.** The successful bidder shall furnish and deliver the quantities designated by the Branch Director of Purchasing. All materials, supplies or services furnished under the contract shall be in accordance with the District specifications, or the sample furnished by the bidder and accepted by the District. Materials or supplies which, in the opinion of the Branch Director of Purchasing, are not in accordance and conform with such specifications shall be rejected and promptly removed from the District premises at the contractor's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications or contract sample, the cost of such tests shall be paid by the contractor.

11. **DEFAULT BY CONTRACTOR.** The District shall hold the contractor liable and responsible for all damages which may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed. If the contractor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein placed or otherwise fails or neglects to comply with the terms of the contract, the District may upon written notice to the contractor, cancel the contract in its entirety, or cancel any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the contractor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the contractor and the performance guarantee, if any.

12. **DISTRICT REQUIREMENTS.** The quantity shown for each item is an estimate of the District's needs for the contract period and is for information only. The District may order substantially more or less than these quantities. The contractor will be afforded the option by giving written notice to the District of refusing to deliver in excess of 25% over the quantity for each item. Refusal to deliver shall serve to terminate the item from the contract and the District reserves the right to terminate the entire contract when 50% of the contracted line items have been terminated. The articles, supplies, or services listed on the contract and required during the contract period shall be ordered and purchased from the contractor during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation, or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

13. **CONTRACT DOCUMENTS.** The complete contract includes the following documents: The advertisement for bids (if any), the bid and general contract conditions, the specifications and drawings, the bid of the contractor and its acceptance by the District, the contract, the performance bond and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

14. **ASSIGNMENT OF CONTRACT.** The supplier shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of the surety, if any, and the District.

15. **FORCE MAJEURE CLAUSE.** The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by Act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, that satisfactory evidence establishes that the non-performance is not due to the fault or neglect of the party not performing.

16. **HOLD HARMLESS CLAUSE.** The contractor shall hold harmless and indemnify the District and the Los Angeles City Board of Education, its officers and employees, from every claim or demand which may be made by reason of:
(a) Any injury to person or property sustained by the contractor or by any person, firm or corporation, employed directly or indirectly by it upon or in connection with its performance under the contract, however caused;
(b) Any injury to person or property sustained by any person, firm or corporation, caused by any act of the contractor or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under the contract and
(c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the District or the Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

17. **INSURANCE.** The contractor shall maintain insurance adequate to protect it from claims under Worker's Compensation Acts, and from claims for damages for personal injury including, death, and damage to property, which may arise from operations under the contract. The contractor may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered default by the contractor.

18. **PERMITS AND LICENSES.** The contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

19. **TOLL CHARGES.** If it is necessary, that the District place toll or long distance, telephone calls in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), the contractor shall accept all charges for such calls on a reverse charge basis.

20. **INVOICES AND PAYMENT.** Unless otherwise specified, the supplier shall render invoices in duplicate for materials delivered or services performed under the purchase order, to the Accounts Payable Section of the Accounting and Disbursements Division of the District, Box 54306, Los Angeles, California 90054. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on the purchase order. The supplier shall list separately any taxes payable by the District (See Bid Condition 3 above) and shall certify on the invoice that the Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoice by the authorized District Representative. LATE PAYMENTS SHALL NOT CONSTITUTE A BREACH UNDER SECTIONS 3287 AND 3289 OF THE CIVIL CODE.

21. **"SETOFF".** In any contract or purchase order resulting from this bid, the District will reserve the right to withhold payment as a set-off against amounts due or to become due to the District resulting from any other contracts or purchase orders entered into with the same contractor.

22. **CASH DISCOUNTS.** All Cash Discounts shall be taken and computed from the date of delivery of acceptable material or the date of the receipt of the invoice, whichever is the later.

23. **CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT.** While engaged in carrying out the terms and conditions of the contract, the contractor is an independent contractor, and not an officer, employee or agent of the District.

24. **FAIR EMPLOYMENT PRACTICES.** In the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, handicap or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: Employment, Promotion, Denial or Termination, Recruitment or Recruitment Advertising, Layoff or Termination, Rates of Pay or other forms of compensation, and Selection for Training, including Apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this fair employment practices section.

The contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of this contract.

25. **WILLFUL VIOLATION.** The District may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which contractor was a party, or upon receipt of a written notice from the Department of Fair Employment and Housing that it has investigated and determined that the contractor has violated the fair employment practices act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1426.

For willful violation of this Fair Employment Practices Provision, the District shall have the right to terminate this contract either in whole or in part and any loss or damage sustained by the District in securing the goods or services hereunder the performance bond, if any, and the District may deduct from any monies due or that hereafter may become due to the contractor, the difference between the price named in the contract and the actual cost thereof the District.

26. **CALIFORNIA LAW.** This agreement is to be construed and interpreted in accordance with California Law. With respect to statutory references that may be set forth in the purchase order documents, the District has attempted to the best of its ability to have such reference accurate and current. Because of the possibility of legislative changes, not reflected herein, however, bidders are hereby expressly informed that all statutory references may be subject to change or renumbering and that the contract will be deemed to incorporate and follow the specific statutes referred to herein, as amended, revised or renumbered.

27. **AWARD OF CONTRACT.** If an award is made on a bid, the contract will be awarded according to the authority granted the Board of Education of the Los Angeles Unified School District under California law (e.g. the Public Contract Code, Education Code, Government Code). Ordinarily contracts are awarded to the lowest responsible bidder. However, certain statutes (e.g. Education Code Sections 39645 and 39692) authorize award for certain contracts to other than the lowest responsible bidder, at the discretion of the Board of Education. The Board of Education reserves the right to award in accordance with (bids authority granted it under State law).

Moreover, certain contract are designed to be awarded to the lowest or best bidder on specific items or parts. In such situations, this intention is delineated in the bid documents. Bidder is cautioned and urged to pay specific attention to all the terms and conditions in the bid documents to such award (and all other matters).

28. **DISTRICT NAME MAY NOT BE USED.** The name and/or logo of the District or any school of the District may not be used in any advertisements of other communications which may convey the impression that the District authorizes the solicitation and/or that there may be some connection between the District and the contractor.

Appendix "A"

TICKET BOOKS (FREE) SINGLE TRACK & TRACK A BREAKFAST LUNCH, SPRING BREAKFAST/LUNCH

MARCH 01, 2009 TO SEPTEMBER 30, 2009

BOOKS CONSIST OF SEVEN (7) PAGES PLUS TWO (2) COVERS. BOOKS ARE TO BE SERIALY NUMBERED WITH LETTER "A" IN FRONT OF THE SERIAL NUMBERS. THE LETTER WILL BE THE SAME SIZE AS THE SERIAL NUMBERS. THESE BOOKS WILL BE SERIALY NUMBERED IN 12PT. "000001 TO 500000." TRACK LETTER AND SERIAL NUMBER OF THE BOOK TO BE PRINTED ON TWO-PART FRONT COVER PER SAMPLE, AND ON EACH TICKET (TOP AND BOTTOM). SERIAL NUMBER TO BE PRINTED RIGHT SIDE UP ON TOP AND UPSIDE DOWN ON THE BOTTOM.

PAGE & COVER

SIZE:

TWO PART FRONT COVER TO BE 11X3-1/4 INCHES INCLUDING 1/4 INCH STUB; TICKET PAGES TO BE 11 X 9-1/8 INCHES INCLUDING 1/4 INCH STUB.

TICKET SIZE: 1.1 X 1-5/8 INCHES. 40-48 TICKETS TO A PAGE.

FRONT COVER:

TO BE WHITE, 14.5 NCR CB: FIRST FLY LEAF TO BE WHITE 13 NCR CF. COVER AND FIRST FLY LEAF PRINT ONE (1) SIDE TO COPY AS PER SAMPLE. CARBONLESS BOND TO BE PREMIUM GRADE NCR.

TICKET PAGES:

BUFF, SHADE TO MATCH SAMPLE PAPER PROVIDED, 32# LEDGER PAPER OR 80# TAG OR EQUIVALENT PRINTING TWO (2) SIDES TO COPY AS PER SAMPLE. TICKETS TO HAVE REVERSE PRINTING ON BREAKFAST TICKETS PER SAMPLE; AND ALTERNATING LUNCH/BREAKFAST TICKETS TWO (2) SIDES PER SAMPLE.

INK COLOR:

ALL PRINTING TO BE DONE PANTONE REFLEX BLUE INK SERIAL NUMBERING ON THE TWO-PART FRONT COVER TO BE DONE IN BLACK. LETTER "A" AND SERIAL NUMBERING ON EACH TICKET TO BE DONE IN BLACK. ALL BLANK TICKETS TO BE PRINTED WITH A MESSAGE.

SPECIAL PROVISION:

VENDOR NOT TO USE WATER SOLUBLE INK, OR USE SAME INK COLOR, SIZE, AND TYPE PRINTING, IF PRINTING SAME TYPE INDIVIDUAL TICKETS FOR OTHER SOUTHERN CALIFORNIA SCHOOL DISTRICTS.

TYPE STYLE:

GROTESQUE NO.9, APPROXIMATELY 24PT. DAY/MONTH, 36PT. DATE.

CHRONOLOGICAL DATING:

TICKETS TO BE CHRONOLOGICALLY DATED (DAY/MONTH/ DATE) AND PRINTED TWO (2) SIDES TO COPY AS PER SAMPLE.

PERFORATIONS:

FRONT COVER TO HAVE NO PERFORATIONS. FIRST FLY LEAF TO HAVE STUB PERFORATION OF APPROXIMATELY 12 PER INCH. TICKET PLATES TO HAVE A STUB PERFORATION AND A PERFORATION BETWEEN EACH ROW OF TICKETS OF

APPROXIMATELY TEN (10) PER INCH AND A COLUMN PERFORATION OF APPROXIMATELY SIX (6) INCH. COLLATE TICKET PAGES, EARLIEST DATE ON TOP, WITH COVERS AND GLUED TOGETHER THROUGH ALL PAGES (SEE SAMPLE).

PACKAGING:

PACKAGE AND SHRINK WRAP FIFTY (50) BOOKS PER PACKAGE AND LABEL WITH INCLUSIVE SERIAL NUMBERS. FOUR (4) PACKAGES PER BOX. EACH BOX SHOULD HAVE DISTINCT OUTSIDE LABEL INDICATING TYPE OF TICKET BOOK, SINGLE TRACK AND TRACK A WITH LETTER "A" AND CORRECT COMMODITY CODE# PRINTED ON IT. KEEP SAME TICKETS TOGETHER ON SAME KIND ON PALLET.

DELIVERY DATE:

DELIVERY SHALL BE COMPLETED PRIOR TO JANUARY 30, 2009 VENDOR AGREES THAT FAILURE TO COMPLETE DELIVERY BY THE STATED DATE WILL RESULT IN LIQUATED DAMAGES OF \$350 PER DAY FOR EACH DAYS DELAY IN COMPLETION. THIS SUM TO BE DEDUCTED FROM THE PURCHASE PRICE AT PAYMENT.

VENDORS:

BID ALSO ON REORDERS IN INCREMENTS OF 1M BOOKS; LAST ORDER TO BE PLACED NO LATER THAN SEPTEMBER 01, 2009. SUCCESSFUL BIDDER IS REQUESTED TO RETAIN PLATES UNTIL SEPTEMBER 30, 2009.

PROOFS: SUBMIT READY PROOFS FOR APPROVAL TO:

LAURA BENAVIDEZ
FOOD SERVICES BRANCH
333 S. BEAUDRY AVE., 28TH FLOOR
LOS ANGELES, CA 90017
PHONE# (213)241-2985 FAX (213)241-8464
EMAIL: LAURA.BENAVIDEZ@LAUSD.NET

DELIVERY LOCATION: FOODS WAREHOUSE

8525 REX ROAD, PICO RIVERA, CA 90660
WAREHOUSE HOURS: 6:00AM TO 1:00PM
ATTN: PETE FERRERA
PHONE# (562)654-9376 FAX (562)654-9015

Appendix "B"

TICKET BOOKS (REDUCED) SINGLE TRACK & TRACK A CALENDAR-TYPE, SPRING BREAKFAST/LUNCH MARCH 01, 2009 TO SEPTEMBER 30, 2009

BOOKS CONSIST OF SEVEN (7) PAGES PLUS TWO (2) COVERS. BOOKS ARE TO BE SERIALY NUMBERED WITH LETTER "A" IN FRONT OF THE SERIAL NUMBERS. THE LETTER WILL BE THE SAME SIZE AS THE SERIAL NUMBERS. THESE BOOKS WILL BE SERIALY NUMBERED IN 12PT. "600001 TO 799999." TRACK LETTER AND SERIAL NUMBER OF THE BOOK TO BE PRINTED ON TWO-PART FRONT COVER PER SAMPLE, AND ON EACH TICKET (TOP AND BOTTOM). SERIAL NUMBER TO BE PRINTED RIGHT SIDE UP ON TOP AND UPSIDE DOWN ON THE BOTTOM.

PAGE & COVER

SIZE:

TWO-PART FRONT COVER TO BE 11 X 3-1/4 INCHES INCLUDING 1/4 INCH STUB; TICKET PAGES TO BE 11 X 9-1/8 INCHES INCLUDING 1/4 INCH STUB.

TICKET SIZE: 1.1 X 1-5/8 INCHES. 40-48 TICKETS TO A PAGE.

FRONT COVER:

TO BE WHITE, 14.5 NCR CB; FIRST FLY LEAF TO BE WHITE 13 NCR CF. COVER AND FIRST FLY LEAF PRINT ONE (1) SIDE TO COPY AS PER SAMPLE. CARBONLESS BOND TO BE PREMIUM GRADE NCR.

TICKET PAGES:

BUFF, SHADE TO MATCH SAMPLE PAPER PROVIDED, 32# LEDGER PAPER OR 80# TAG OR EQUIVALENT PRINTING TWO (2) SIDES TO COPY AS PER SAMPLE. TICKETS TO HAVE REVERSE PRINTING ON BREAKFAST TICKETS PER SAMPLE; AND ALTERNATING LUNCH/BREAKFAST TICKETS TWO (2) SIDES PER SAMPLE.

INK COLOR:

ALL PRINTING TO BE DONE PANTONE REFLEX BLUE INK. SERIAL NUMBERING ON THE TWO-PART FRONT COVER TO BE DONE IN BLACK. LETTER "A" AND SERIAL NUMBERING ON EACH TICKET TO BE DONE IN BLACK. ALL BLANK TICKETS TO BE PRINTED WITH A MESSAGE.

SPECIAL PROVISION:

VENDOR NOT TO USE WATER SOLUBLE INK, OR USE SAME INK COLOR, SIZE, AND TYPE PRINTING, IF PRINTING SAME TYPE INDIVIDUAL TICKETS FOR OTHER SOUTHERN CALIFORNIA SCHOOL DISTRICTS.

TYPE STYLE: GROTESQUE NO.9, APPROXIMATELY 24PT. DAY/MONTH, 36PT. DATE.

CHRONOLOGICAL DATING:

TICKETS TO BE CHRONOLOGICALLY DATED (DAY/MONTH/DATE) AND PRINTED TWO (2) SIDES TO COPY AS PER SAMPLE.

PERFORATIONS:

FRONT COVER TO HAVE NO PERFORATIONS. FIRST FLY LEAF TO HAVE STUB PERFORATION OF APPROXIMATELY 12 PER INCH. TICKET PLATES TO HAVE A STUB PERFORATION AND A PERFORATION BETWEEN EACH ROW OF TICKETS OF APPROXIMATELY TEN (10) PER INCH AND A COLUMN PERFORATION OF APPROXIMATELY

SIX (6) INCH. COLLATE TICKET PAGES, EARLIEST DATE ON TOP, WITH COVERS GLUED TOGETHER THROUGH ALL PAGES (SEE SAMPLE).

PACKAGING:

PACKAGE AND SHRINK WRAP FIFTY (50) BOOKS PER PACKAGE AND LABEL WITH INCLUSIVE SERIAL NUMBERS. FOUR (4) PACKAGES PER BOX. EACH BOX SHOULD HAVE DISTINCT OUTSIDE LABEL INDICATING TYPE OF TICKET BOOK, SINGLE TRACK & TRACK A WITH LETTER A AND CORRECT COMMODITY CODE# PRINTED ON IT. KEEP SAME TICKETS TOGETHER ON SAME KIND ON PALLET.

DELIVERY DATE:

DELIVERY SHALL BE COMPLETED PRIOR TO JANUARY 30, 2009 VENDOR AGREES THAT FAILURE TO COMPLETE DELIVERY BY THE STATED DATE WILL RESULT IN LIQUATED DAMAGES OF \$350 PER DAY FOR EACH DAYS DELAY IN COMPLETION. THIS SUM TO BE DEDUCTED FROM THE PURCHASE PRICE AT PAYMENT.

VENDORS:

BID ALSO ON REORDERS IN INCREMENTS OF 1M BOOKS; LAST ORDER TO BE PLACED NO LATER THAN SEPTEMBER 01, 2009. SUCCESSFUL BIDDER IS REQUESTED TO RETAIN PLATES UNTIL SEPTEMBER 30, 2009.

PROOFS: SUBMIT READY PROOFS FOR APPROVAL TO:

LAURA BENAVIDEZ
FOOD SERVICES BRANCH
333 S. BEAUDRY AVE., 28TH FLOOR
LOS ANGELES, CA 90017
PHONE# (213)241-2985 FAX (213)241-8464
EMAIL: LAURA.BENAVIDEZ@LAUSD.NET

DELIVERY LOCATION: FOODS WAREHOUSE

8525 REX ROAD, PICO RIVERA, CA 90660
WAREHOUSE HOURS: 6:00AM TO 1:00PM
ATTN: PETE FERRERA
PHONE# (562)654-9376 FAX (562)654-9015

Appendix "C"

TICKET BOOKS (FULL PRICE) SINGLE TRACK & TRACK A CALENDER TYPE, SPRING BREAKFAST/LUNCH MARCH 01, 2009 TO SEPTEMBER 30, 2009

BOOKS CONSIST OF SEVEN (7) PAGES PLUS TWO (2) COVERS. BOOKS ARE TO BE SERIALY NUMBERED WITH LETTER "A" IN FRONT OF THE SERIAL NUMBERS. THE LETTER WILL BE THE SAME SIZE AS THE SERIAL NUMBERS. THESE BOOKS WILL BE SERIALY NUMBERED IN 12PT. "800001 TO 900000." THE TRACK LETTER AND SERIAL NUMBERS OF THE BOOK IS TO BE PRINTED ON THE TWO-PART FRONT COVER SHEET AS PER SAMPLE, AND ON EACH TICKET (TOP AND BOTTOM). SERIAL NUMBER TO BE PRINTED RIGHT SIDE UP ON TOP AND UPSIDE DOWN ON THE BOTTOM.

PAGE & COVER

SIZE:

TWO PART FRONT COVER TO BE 11X3-1/4 INCHES INCLUDING 1/4 INCH STUB; TICKET PAGES TO BE 11 X 9-1/8 INCHES INCLUDING 1/4 INCH STUB.

TICKET SIZE: 1.1 X 1-5/8 INCHES. 40-48 TICKETS TO A PAGE.

FRONT COVER:

TO BE WHITE, 14.5 NCR CB: FIRST FLY LEAF TO BE WHITE 13 NCR CF. COVER AND FIRST FLY LEAF PRINT ONE (1) SIDE TO COPY AS PER SAMPLE. CARBONLESS BOND TO BE PREMIUM GRADE NCR.

TICKET PAGES:

BUFF, SHADE TO MATCH SAMPLE PAPER PROVIDED, 32# LEDGER PAPER OR 80# TAG OR EQUIVALENT PRINTING TWO (2) SIDES TO COPY AS PER SAMPLE. TICKETS TO HAVE REVERSE PRINTING ON BREAKFAST TICKETS AS PER SAMPLE; AND ALTERNATING LUNCH/BREAKFAST TICKETS TWO (2) SIDES PER SAMPLE.

INK COLOR:

ALL PRINTING TO BE DONE PANTONE REFLEX BLUE INK. SERIAL NUMBERING ON THE TWO-PART FRONT COVER TO BE DONE IN BLACK. LETTER "A" AND SERIAL NUMBERING ON EACH TICKET TO BE DONE IN BLACK. ALL BLANK TICKETS TO BE PRINTED WITH A MESSAGE.

SPECIAL PROVISION:

VENDOR NOT TO USE WATER SOLUBLE INK, OR USE SAME INK COLOR, SIZE, AND TYPE PRINTING, IF PRINTING SAME TYPE INDIVIDUAL TICKETS FOR OTHER SOUTHERN CALIFORNIA SCHOOL DISTRICTS.

TYPE STYLE:

GROTESQUE NO.9, APPROXIMATELY 24PT. DAY/MONTH, 36PT. DATE.

CHRONOLOGICAL DATING:

TICKETS TO BE CHRONOLOGICALLY DATED (DAY/MONTH/DATE) AND PRINTED TWO (2) SIDES TO COPY AS PER SAMPLE.

PERFORATIONS:

FRONT COVER TO HAVE NO PERFORATIONS. FIRST FLY LEAF TO HAVE STUB PERFORATION OF APPROXIMATELY 12 PER INCH. TICKET PLATES TO HAVE A STUB

PERFORATION AND A PERFORATION BETWEEN EACH ROW OF TICKETS OF APPROXIMATELY TEN (10) PER INCH AND A COLUMN PERFORATION OF APPROXIMATELY SIX (6) INCH. COLLATE TICKET PAGES, EARLIEST DATE ON TOP, WITH COVERS AND GLUED TOGETHER THROUGH ALL PAGES (SEE SAMPLE).

PACKAGING:

PACKAGE AND SHRINK WRAP FIFTY (50) BOOKS PER PACKAGE. LABEL WITH INCLUSIVE SERIAL NUMBERS. FOUR (4) PACKAGES PER BOX. EACH BOX SHOULD HAVE DISTINCT OUTSIDE LABEL INDICATING TYPE OF TICKET BOOK, SINGLE TRACK WITH LETTER "A", AND CORRECT COMMODITY CODE # PRINTED ON IT. KEEP SAME TICKETS TOGETHER ON SAME KIND ON PALLET.

DELIVERY DATE:

DELIVERY SHALL BE COMPLETED PRIOR TO JANUARY 30, 2009. VENDOR AGREES THAT FAILURE TO COMPLETE DELIVERY BY THE STATED DATE WILL RESULT IN LIQUIDATED DAMAGES OF \$350 PER DAY FOR EACH DAYS DELAY IN COMPLETION. THIS SUM WILL BE DEDUCTED FROM THE PURCHASE PRICE AT PAYMENT.

VENDORS:

BID ALSO ON REORDERS IN INCREMENTS OF 1M BOOKS; LAST ORDER TO BE PLACED NO LATER THAN SEPTEMBER 01, 2009. SUCCESSFUL BIDDER IS REQUESTED TO RETAIN PLATES UNTIL SEPTEMBER 30, 2009.

PROOFS: SUBMIT READY PROOFS FOR APPROVAL TO:

LAURA BENAVIDEZ
FOOD SERVICES BRANCH
333 S. BEAUDRY AVE., 28TH FLOOR
LOS ANGELES, CA 90017
PHONE# (213)241-2985 FAX (213)241-8464
EMAIL: LAURA.BENAVIDEZ@LAUSD.NET

DELIVERY LOCATION: FOODS WAREHOUSE

8525 REX ROAD, PICO RIVERA, CA 90660
WAREHOUSE HOURS: 6:00AM TO 1:00PM
ATTN: PETE FERRERA
PHONE# (562)654-9376 FAX (562)654-9015

Appendix "D"

TICKET BOOKS (FREE) TRACKS B, C & D CALENDAR-TYPE, SPRING M BREAKFAST/LUNCH.

MARCH 01, 2009 TO JULY 31, 2009

BOOKS CONSIST OF FIVE (5) PAGES PLUS TWO (2) COVERS. BOOKS ARE TO BE SERIALLY NUMBERED WITH LETTER "M" IN FRONT OF THE SERIAL NUMBERS. THE LETTER WILL BE THE SAME SIZE AS THE SERIAL NUMBERS. THESE BOOKS WILL BE SERIALLY NUMBERED IN 12PT. "000001 TO 500000." TRACK LETTER AND SERIAL NUMBER OF THE BOOK TO BE PRINTED ON TWO-PART FRONT COVER PER SAMPLE, AND ON EACH TICKET (TOP AND BOTTOM). SERIAL NUMBER TO BE PRINTED RIGHT SIDE UP ON TOP AND UPSIDE DOWN ON THE BOTTOM.

PAGE & COVER

SIZE:

TWO PART FRONT COVER TO BE 11X3-1/4 INCHES INCLUDING 1/4 INCH STUB; TICKET PAGES TO BE 11 X 9-1/8 INCHES INCLUDING 1/4 INCH STUB.

TICKET SIZE: 1.1 X 1-5/8 INCHES. 40-48 TICKETS TO A PAGE.

FRONT COVER:

TO BE WHITE, 14.5 NCR CB; FIRST FLY LEAF TO BE WHITE 13 NCR CF. COVER AND FIRST FLY LEAF PRINT ONE (1) SIDE TO COPY AS PER SAMPLE. CARBONLESS BOND TO BE PREMIUM GRADE NCR.

TICKET PAGES:

BUFF, SHADE TO MATCH SAMPLE PAPER PROVIDED, 32# LEDGER PAPER OR 80# TAG OR EQUIVALENT PRINTING TWO (2) SIDES TO COPY AS PER SAMPLE. TICKETS TO HAVE REVERSE PRINTING ON BREAKFAST TICKETS PER SAMPLE; AND ALTERNATING LUNCH/BREAKFAST TICKETS TWO (2) SIDES PER SAMPLE.

INK COLOR: ALL PRINTING TO BE DONE IN PANTONE REFLEX BLUE INK. SERIAL NUMBERING ON THE TWO-PART FRONT COVER TO BE DONE IN BLACK. LETTER "M" AND SERIAL NUMBERING ON EACH TICKET TO BE DONE IN BLACK. ALL BLANK TICKETS TO BE PRINTED WITH A MESSAGE.

SPECIAL PROVISION:

VENDOR NOT TO USE WATER SOLUBLE INK, OR USE SAME INK COLOR, SIZE, AND TYPE PRINTING, IF PRINTING SAME TYPE INDIVIDUAL TICKETS FOR OTHER SOUTHERN CALIFORNIA SCHOOL DISTRICTS.

TYPE STYLE: GROTESQUE NO.9, APPROXIMATELY 24PT. DAY/MONTH, 36PT. DATE.

CHRONOLOGICAL DATING:

TICKETS TO BE CHRONOLOGICALLY DATED (DAY/MONTH/ DATE) AND PRINTED TWO (2) SIDES TO COPY AS PER SAMPLE.

PERFORATIONS:

FRONT COVER TO HAVE NO PERFORATIONS. FIRST FLY LEAF TO HAVE STUB PERFORATION OF APPROXIMATELY 12 PER INCH. TICKET PLATES TO HAVE A STUB PERFORATION AND A PERFORATION BETWEEN EACH ROW OF TICKETS OF APPROXIMATELY TEN (10) PER INCH AND A COLUMN PERFORATION OF APPROXIMATELY

SIX (6) INCH. COLLATE TICKET PAGES, EARLIEST DATE ON TOP, WITH COVERS AND GLUED TOGETHER THROUGH ALL PAGES (SEE SAMPLE).

PACKAGING:

PACKAGE AND SHRINK WRAP FIFTY (50) BOOKS PER PACKAGE AND LABEL WITH INCLUSIVE SERIAL NUMBERS. FOUR (4) PACKAGES PER BOX. EACH BOX SHOULD HAVE DISTINCT OUTSIDE LABEL INDICATING TYPE OF TICKET BOOK, TRACKS B,C,&D WITH LETTER "M" AND CORRECT COMMODITY CODE# PRINTED ON IT. KEEP SAME TICKETS TOGETHER ON SAME KIND ON PALLET.

DELIVERY DATE:

DELIVERY SHALL BE COMPLETED PRIOR TO JANUARY 30, 2009 VENDOR AGREES THAT FAILURE TO COMPLETE DELIVERY BY THE STATED DATE WILL RESULT IN LIQUATED DAMAGES OF \$350 PER DAY FOR EACH DAYS DELAY IN COMPLETION. THIS SUM TO BE DEDUCTED FROM THE PURCHASE PRICE AT PAYMENT.

VENDORS:

BID ALSO ON REORDERS IN INCREMENTS OF 1M BOOKS; LAST ORDER TO BE PLACED NO LATER THAN JULY 01, 2009. SUCCESSFUL BIDDER IS REQUESTED TO RETAIN PLATES UNTIL JULY 31, 2009.

PROOFS: SUBMIT READY PROOFS FOR APPROVAL TO:

LAURA BENAVIDEZ
FOOD SERVICES BRANCH
333 S. BEAUDRY AVE., 28TH FLOOR
LOS ANGELES, CA 90017
PHONE# (213)241-2985 FAX (213)241-8464
EMAIL: LAURA.BENAVIDEZ@LAUSD.NET

DELIVERY LOCATION: FOODS WAREHOUSE

8525 REX ROAD, PICO RIVERA, CA 90660
WAREHOUSE HOURS: 6:00AM TO 1:00PM
ATTN: PETE FERRERA
PHONE# (562)654-9376 FAX (562)654-9015

Appendix "E"

TICKET BOOKS (REDUCED) TRACKS B, C, & D CALENDAR-TYPE, SPRING M BREAKFAST/LUNCH MARCH 01, 2009 TO JULY 31, 2009

BOOKS CONSIST OF FIVE (5) PAGES PLUS TWO (2) COVERS. BOOKS ARE TO BE SERIALLY NUMBERED WITH LETTER "M" IN FRONT OF THE SERIAL NUMBERS. THE LETTER WILL BE THE SAME SIZE AS THE SERIAL NUMBERS. THESE BOOKS WILL BE SERIALLY NUMBERED IN 12PT. "600001 TO 799999." TRACK LETTER AND SERIAL NUMBER OF THE BOOK TO BE PRINTED ON TWO-PART FRONT COVER PER SAMPLE, AND ON EACH TICKET (TOP AND BOTTOM). SERIAL NUMBER TO BE PRINTED RIGHT SIDE UP ON TOP AND UPSIDE DOWN ON THE BOTTOM.

PAGE & COVER

SIZE:

TWOPART FRONT COVER TO BE 11 X 3-1/4 INCHES INCLUDING 1/4 INCH STUB; TICKET PAGES TO BE 11 X 9-1/8 INCHES INCLUDING 1/4 INCH STUB.

TICKET SIZE: 1.1 X 1-5/8 INCHES. 40-48 TICKETS TO A PAGE.

FRONT COVER:

TO BE WHITE, 14.5 NCR CB; FIRST FLY LEAF TO BE WHITE 13 NCR CF. COVER AND FIRST FLY LEAF PRINT ONE (1) SIDE TO COPY AS PER SAMPLE. CARBONLESS BOND TO BE PREMIUM GRADE NCR.

TICKET PAGES:

BUFF, SHADE TO MATCH SAMPLE PAPER PROVIDED, 32# LEDGER PAPER OR 80# TAG OR EQUIVALENT PRINTING TWO (2) SIDES TO COPY AS PER SAMPLE. TICKETS TO HAVE REVERSE PRINTING ON BREAKFAST TICKETS PER SAMPLE; AND ALTERNATING LUNCH/BREAKFAST TICKETS TWO (2) SIDES PER SAMPLE.

INK COLOR:

ALL PRINTING TO BE DONE IN PANTONE REFLEX BLUE INK. SERIAL NUMBERING ON THE TWO-PART FRONT COVER TO BE DONE IN BLACK. LETTER "M" AND SERIAL NUMBERING ON EACH TICKET TO BE DONE IN BLACK. ALL BLANK TICKETS TO BE PRINTED WITH A MESSAGE.

SPECIAL PROVISION:

VENDOR NOT TO USE WATER SOLUBLE INK, OR USE SAME INK COLOR, SIZE, AND TYPE PRINTING, IF PRINTING SAME TYPE INDIVIDUAL TICKETS FOR OTHER SOUTHERN CALIFORNIA SCHOOL DISTRICTS.

TYPE STYLE: GROTESQUE NO.9, APPROXIMATELY 24PT. DAY/MONTH, 36PT. DATE.

CHRONOLOGICAL DATING:

TICKETS TO BE CHRONOLOGICALLY DATED (DAY/MONTH/DATE) AND PRINTED TWO (2) SIDES TO COPY AS PER SAMPLE.

PERFORATIONS:

FRONT COVER TO HAVE NO PERFORATIONS. FIRST FLY LEAF TO HAVE STUB PERFORATION OF APPROXIMATELY 12 PER INCH. TICKET PLATES TO HAVE A STUB PERFORATION AND A PERFORATION BETWEEN EACH ROW OF TICKETS OF APPROXIMATELY TEN (10) PER INCH AND A COLUMN PERFORATION OF APPROXIMATELY

SIX (6) INCH. COLLATE TICKET PAGES, EARLIEST DATE ON TOP, WITH COVERS AND GLUED TOGETHER THROUGH ALL PAGES (SEE SAMPLE).

PACKAGING:

PACKAGE AND SHRINK WRAP FIFTY (50) BOOKS PER PACKAGE AND LABEL WITH INCLUSIVE SERIAL NUMBERS. FOUR (4) PACKAGES PER BOX. EACH BOX SHOULD HAVE DISTINCT OUTSIDE LABEL INDICATING TYPE OF TICKET BOOK, TRACKS B,C,&D WITH LETTER "M" AND CORRECT COMMODITY CODE# PRINTED ON IT. KEEP SAME TICKETS TOGETHER ON SAME KIND ON PALLET.

DELIVERY DATE:

DELIVERY SHALL BE COMPLETED PRIOR TO JANUARY 30, 2009 VENDOR AGREES THAT FAILURE TO COMPLETE DELIVERY BY THE STATED DATE WILL RESULT IN LIQUATED DAMAGES OF \$350 PER DAY FOR EACH DAYS DELAY IN COMPLETION. THIS SUM TO BE DEDUCTED FROM THE PURCHASE PRICE AT PAYMENT.

VENDORS: BID ALSO ON REORDERS IN INCREMENTS OF 1M BOOKS; LAST ORDER TO BE PLACED NO LATER THAN JULY 09, 2009. SUCCESSFUL BIDDER IS REQUESTED TO RETAIN PLATES UNTIL JULY 31, 2009.

PROOFS: SUBMIT READY PROOFS FOR APPROVAL TO:

LAURA BENAVIDEZ
FOOD SERVICES BRANCH
333 S. BEAUDRY AVE., 28TH FLOOR
LOS ANGELES, CA 90017
PHONE# (213)241-2985 FAX (213)241-8464
EMAIL: LAURA.BENAVIDEZ@LAUSD.NET

DELIVERY LOCATION: FOODS WAREHOUSE

8525 REX ROAD, PICO RIVERA, CA 90660
WAREHOUSE HOURS: 6:00AM TO 1:00PM
ATTN: PETE FERRERA
PHONE# (562)654-9376 FAX (562)654-9015

Appendix "F"

TICKET BOOKS (FULL PRICE) TRACK B, C, & D CALENDAR-TYPE, SPRING M BREAKFAST/LUNCH MARCH 01, 2009 TO JULY 31, 2009

BOOKS CONSIST OF FIVE (5) PAGES PLUS TWO (2) COVERS. BOOKS ARE TO BE SERIALLY NUMBERED WITH LETTER "M" IN FRONT OF THE SERIAL NUMBERS. THE LETTER WILL BE THE SAME SIZE AS THE SERIAL NUMBERS. THESE BOOKS WILL BE SERIALLY NUMBERED IN 12PT. "800001 TO 900000." THE TRACK LETTER AND SERIAL NUMBERS OF THE BOOK IS TO BE PRINTED ON THE TWO-PART FRONT COVER SHEET AS PER SAMPLE, AND ON EACH TICKET (TOP AND BOTTOM). SERIAL NUMBER TO BE PRINTED RIGHT SIDE UP ON TOP AND UPSIDE DOWN ON THE BOTTOM.

PAGE & COVER

SIZE:

TWO PART FRONT COVER TO BE 11X3-1/4 INCHES INCLUDING 1/4 INCH STUB; TICKET PAGES TO BE 11 X 9-1/8 INCHES INCLUDING 1/4 INCH STUB.

TICKET SIZE: 1.1 X 1-5/8 INCHES. 40-48 TICKETS TO A PAGE.

FRONT COVER:

TO BE WHITE, 14.5 NCR CB; FIRST FLY LEAF TO BE WHITE 13 NCR CF. COVER AND FIRST FLY LEAF PRINT ONE (1) SIDE TO COPY AS PER SAMPLE. CARBONLESS BOND TO BE PREMIUM GRADE NCR.

TICKET PAGES:

BUFF, SHADE TO MATCH SAMPLE PAPER PROVIDED, 32# LEDGER PAPER OR 80# TAG OR EQUIVALENT PRINTING TWO (2) SIDES TO COPY AS PER SAMPLE. TICKETS TO HAVE REVERSE PRINTING ON BREAKFAST TICKETS AS PER SAMPLE; AND ALTERNATING LUNCH/BREAKFAST TICKETS TWO (2) SIDES PER SAMPLE.

INK COLOR:

ALL PRINTING TO BE DONE PANTONE REFLEX BLUE INK. SERIAL NUMBERING ON THE TWO-PART FRONT COVER TO BE DONE IN BLACK. LETTER "M" AND SERIAL NUMBERING ON EACH TICKET TO BE DONE IN BLACK. ALL BLANK TICKETS TO BE PRINTED WITH A MESSAGE.

SPECIAL PROVISION:

VENDOR NOT TO USE WATER SOLUBLE INK, OR USE SAME INK COLOR, SIZE, AND TYPE PRINTING, IF PRINTING SAME TYPE INDIVIDUAL TICKETS FOR OTHER SOUTHERN CALIFORNIA SCHOOL DISTRICTS.

TYPE STYLE:

GROTESQUE NO.9, APPROXIMATELY 24PT. DAY/MONTH, 36PT. DATE.

CHRONOLOGICAL DATING:

TICKETS TO BE CHRONOLOGICALLY DATED (DAY/MONTH/DATE) AND PRINTED TWO (2) SIDES OF COPY AS PER SAMPLE.

PERFORATIONS:

FRONT COVER TO HAVE NO PERFORATIONS. FIRST FLY LEAF TO HAVE STUB PERFORATION OF APPROXIMATELY 12 PER INCH. TICKET PLATES TO HAVE A STUB PERFORATION AND A PERFORATION BETWEEN EACH ROW OF TICKETS OF

APPROXIMATELY TEN (10) PER INCH AND A COLUMN PERFORATION OF APPROXIMATELY SIX (6) INCH. COLLATE TICKET PAGES, EARLIEST DATE ON TOP, WITH COVERS AND GLUED TOGETHER THROUGH ALL PAGES (SEE SAMPLE).

PACKAGING:

PACKAGE AND SHRINK WRAP FIFTY (50) BOOKS PER PACKAGE. LABEL WITH INCLUSIVE SERIAL NUMBERS. FOUR (4) PACKAGES PER BOX. EACH BOX SHOULD HAVE DISTINCT OUTSIDE LABEL INDICATING TYPE OF TICKET BOOK, TRACKS B,C,&D WITH LETTER "M" AND CORRECT COMMODITY CODE # PRINTED ON IT. KEEP SAME TICKETS TOGETHER ON SAME KIND ON PALLET.

DELIVERY DATE:

DELIVERY SHALL BE COMPLETED PRIOR TO JANUARY 30, 2009. VENDOR AGREES THAT FAILURE TO COMPLETE DELIVERY BY THE STATED DATE WILL RESULT IN LIQUIDATED DAMAGES OF \$350 PER DAY FOR EACH DAYS DELAY IN COMPLETION. THIS SUM WILL BE DEDUCTED FROM THE PURCHASE PRICE AT PAYMENT.

VENDORS:

BID ALSO ON REORDERS IN INCREMENTS OF 1M BOOKS; LAST ORDER TO BE PLACED NO LATER THAN JULY 01, 2009. SUCCESSFUL BIDDER IS REQUESTED TO RETAIN PLATES UNTIL JULY 31, 2009.

PROOFS: SUBMIT READY PROOFS FOR APPROVAL TO:

LAURA BENAVIDEZ
FOOD SERVICES BRANCH
333 S. BEAUDRY AVE., 28TH FLOOR
LOS ANGELES, CA 90017
PHONE# (213)241-2985 FAX (213)241-8464
EMAIL: LAURA.BENAVIDEZ@LAUSD.NET

DELIVERY LOCATION: FOODS WAREHOUSE

8525 REX ROAD, PICO RIVERA, CA 90660
WAREHOUSE HOURS: 6:00AM TO 1:00PM
ATTN: PETE FERRERA
PHONE# (562)654-9376 FAX (562)654-9015

FOODS WAREHOUSE DELIVERY PT. 2
8525 REX ROAD
PICO RIVERA, CA 90660

DELIVERY INSTRUCTIONS

DELIVERY SHALL BE MADE ON STANDARD 40" X 48" (MAXIMUM HEIGHT: 68" FOR FREEZER/COOLER AND 60" FOR GROCERY/STAPLE) AS SPECIFIED BELOW, IN ACCORDANCE WITH A GIVEN OPTION:

OPTION 1: DELIVERY MADE ON PALLETS WHICH WILL BECOME THE PROPERTY OF THE DISTRICT AND WHICH MEET THE FOLLOWING SPECIFICATIONS:

PALLETS: 40"(W) X 48"(L) STRINGER'S TO BE CONSTRUCTED OF NEW DOUGLAS FIR OR EQUAL, CONSTRUCTION GRADE OR BETTER. THREE (3) STRINGERS TO BE 2" X 4" X 48" LONG.
TOP DECK BOARDS: TWO (2) PIECES 1" X 6" X 40" AND SIX (6) PIECES 1" X 4" X 40".
BOTTOM DECK BOARDS: TWO (2) PIECES 1" X 6" X 40", AND THREE (3) PIECES 1" X 4" X 40". STRINGERS TO HAVE TWO (2) CUT-OUTS 10" LENGTH BY 1-1/2" HIGH, 6" FROM THE END OF EACH STRINGER. THE DECK BOARDS AND STRINGERS TO BE FASTENED WITH 2-1/2" DRIVE NAILS, THREE (3) PER EACH BEARING POINT AND TO BE MACHINE NAILED IN A STAGGERED LINE TO LEND STRENGTH AND PREVENT SPLITTING. NAILS ARE TO BE COUNTER-SUNK SO THAT THE HEAD OF EACH NAIL IS BELOW THE SURFACE OF THE DECK BOARDS, RENDERING THEM UNABLE TO DAMAGE MATERIAL TO BE LOADED ON THE PALLET.

OPTION 2: DELIVERY MADE ON PALLETS MEETING THE ABOVE SPECIFICATION WHICH WILL BE EXCHANGED FOR THE DISTRICT'S PALLETS AT DISTRICT'S DOCK.

OPTION 3: DELIVERY MADE ON PALLETS NOT MEETING THE ABOVE SPECIFICATION (OPTION 1). THE VENDOR OR HIS CONSIGNOR SHALL UNLOAD PALLETS ONTO PALLETS FURNISHED BY THE DISTRICT. ALL CHARGES SHALL BE INDICATED IN THE UNIT PRICE.

NOTE: ALL COSTS FOR PALLETIZING SHALL BE INCLUDED IN THE UNIT PRICE.

CERTIFICATION OF COMPLIANCE TO DISTRICT ETHICS POLICY

The proposer/bidder, contractor, or its subcontractors certifies that it is familiar with and in compliance with all provisions of our Contractors and Consultants Code of Conduct, which specifies the DISTRICT Ethics Policy and sets guiding standards for those with whom we conduct business. (Note: the most current version of this Code can be obtained through the Ethics Office website at: www.lausd.net/ethics). Bidders may also obtain a copy by contacting the buyer.

- Proposer/Bidder certifies that it has set forth, below, the names of all current and former Board of Education members or individuals who were employed by LAUSD in the last three (3) years that the proposer/bidder has in its employment (or intends to employ) in connection with the services to be performed by the contract.

Names and positions of any current or former LAUSD Board Members or employees who you currently, or soon plan to, employ or subcontract with:

_____	_____	_____
_____	_____	_____
_____	_____	_____

- The proposer/bidder, contractor, or its subcontractors, certifies that it has not and will not compensate any current or former DISTRICT employee or consultant to influence any action on a matter pending with the DISTRICT, if that employee, within the last 12 months, held a DISTRICT position in which they personally and substantially participated in that matter.
- The proposer/bidder, contractor, or its subcontractors, certifies that it has reviewed the provisions of LAUSD's Lobbyist Registration Code (see www.lausd.net/ethics) and is in compliance of the program's requirements.
- The proposer/bidder, contractor, subcontractors certifies that it does not employ a current or former DISTRICT employee or consultant who, while serving in a DISTRICT position within the last two (2) years, substantially participated in the development of the contract's RFP requirements, specifications, or in any part of the contract's contracting process.
- Lastly, the propose/bidder certifies that it did not receive any confidential information in connection with any part of this procurement process.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. I also certify that I have read and understand the Contractors and Consultants Code of Conduct and will abide thereby.

Name of Firm: _____ Dated this: _____ Day of _____

Printed Name

Title

Signature

CERTIFICATION REGARDING SWEAT-FREE PROCUREMENT POLICY COMPLIANCE

a. DISTRICT POLICY

It is the policy of the Los Angeles Unified School District (LAUSD) that all products and/or services purchased by the District be manufactured and supplied in compliance with applicable labor and wage laws governing the countries of its origin. For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries. Purchases by the LAUSD will be restricted to only those products and/or services that have been manufactured without the illegal use of "sweatshop" (including exploitive "child," "forced," "convict," and "indentured") labor.

Prior to any award, the LAUSD will require its bidders/contractors to certify adherence to the provisions of the District's Sweat-Free Procurement Policy. This Sweat-Free Procurement Policy includes the following principles/requirements:

- Safe and healthy working conditions
- Prohibition of child labor
- Disclosure of manufacturing plant locations
- Verification and enforcement mechanisms
- Compliance with applicable codes
- Penalties for violations
- Responsible bidder forms
- Non-poverty wage standard (domestic and international)

Contractors will denote compliance to these provisions by signing a Sweat-Free Procurement Policy certification, which will extend to their subcontractors.

The consequence of any violation by the contractor to the aforementioned laws and provisions may result in action being taken by the District against the contractor. Through Memorandums of Understanding (MOU), information will be exchanged with various government-based investigative agencies. The District will adopt the investigative agency's findings to take appropriate actions against the contractor. The action may include, but is not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or vendor debarment.

The LAUSD will continuously educate the vendors to raise their level of awareness about the "sweat-free" procurement policy.

I have read and understand the above Sweat-Free Procurement Policy.

Signature

Date

**CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE
PROCUREMENT POLICY - continued**

b. COMPLIANCE CERTIFICATION

(While all Bidders/Contractors, and their subcontractors, are required to comply with all the provisions of this Policy, only the Bidder/Contractor is required to sign this certification statement.)

For any award made under this bid:

1. The Bidder/Contractor, and its subcontractors, certify that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, and,
2. The Bidder/Contractor, and its subcontractors, will abide by all other provisions of the District's Sweat-Free Procurement Policy, as outlined on the previous page (Section II B, Item #4 a), and,
3. Should the District find that the Bidder/Contractor, or any of its subcontractors, is in violation of the aforementioned laws/provisions, the Contractor shall be subjected to the consequences for violation, which may include, but not limited to, agreed upon liquidated damages, contract termination, vendor default, and/or debarment action being taken, and,
4. If the Bidder/Contractor is unable to certify to any of the statements in this certification, the Bidder agrees to attach an explanation to its bid.

I hereby certify, under the penalty of perjury, that the above information is true and correct, and:

1. That I have read and understand the District's Sweat Free Procurement Policy (Item #4 a) which is incorporated and made part of this certification, and,
2. That should an award be made, all goods and/or services provided by the Contractor and its subcontractors will be in compliance with the District's Sweat Free Procurement Policy.

Name of Firm: _____

Signature

Printed name

Title

Dated this: _____ Day of _____, 200__

FEDERAL LOBBYING CERTIFICATION (Must Be Completed By Bidder Only)

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify
on behalf of _____
(name and title of contractor or sub-contracting official)

that: _____
(name of Contractor (company) or Subcontractor)

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Executed this _____ day of _____, 20_____.

By: _____ (Signature of Authorized Official)

Typewritten or Printed Name _____

Title of Authorized Official _____

Bidder (firm's) Name: _____
Subcontractor/Supplier: _____

POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

Bidder **must** provide the following information for itself and any subcontractor(s) to the bid. This information is required to avoid any conflict of interest regarding the Board of Education Members' ability to take any action regarding approval of any contract awards. Please disclose all information and use additional sheets if necessary.

1. Name of Bidder (Contractor) (Prime)

Principal/Contractor	_____	Contact Name and Telephone No.	_____
Partners/Officers/Stockholders	_____		
Partners/Officers/Stockholders	_____		
Parent Company (if any)	_____		
Partners/Officers/Stockholders	_____		
Subsidiaries (if any)	_____		
Partners/Officers Stockholders	_____		

2. NAME OF SUBCONTRACTOR NO.1

Principal/Contractor	_____	Contact Name and Telephone No.	_____
Partners/Officers/Stockholders	_____		

NAME OF SUBCONTRACTOR NO.2

Principal/Contractor	_____	Contact Name and Telephone No.	_____
Partners/Officers/Stockholders	_____		

3. NAME OF SUBCONTRACTOR NO. 3

Principal/Contractor	_____	Contact Name and Telephone No.	_____
Partners/Officers/Stockholders	_____		

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.
2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.
3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.
4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.
5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the contract, by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover the full amount of the contingent fee.
2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

B. COVENANT AGAINST CONTINGENT FEES - continued

3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.
5. "Improper influence," as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

MEAK TICKET BOOKS

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in contract activity. On February 25, 2003 the Board of Education established a Small Business Enterprise (SBE) goal to "Establish a District-wide small business participation goal of 25 percent for all contracts and procurement activities". Bidders/proposers which include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report.

Firms which meet the United States Small Business Administration size standards, or which have already been recognized by the LAUSD as a small business, or which are certified by a government agency or third party entity shall be considered SBE for the purposes of this program. The use of SBE partners/sub-contractors or participation in Federal agency small business programs will also be accepted as a response. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firms' SBE status may jeopardize future contracting opportunities.

Size standards may be viewed at:

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises potential bidders/proposers that the SBE participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.
- D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

MONITORING/PENALTIES

The Procurement Services Group will be responsible for monitoring the SBE program,

If any firm listed on the SBE Utilization Report as an SBE is found not be an SBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.



**LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM
UTILIZATION REPORT**

MEAL TICKET BOOKS

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders including SBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no SBE participation. Bidders/proposers that are SBE firms shall check the first box on the form. Majority firms responding to the SBE program will list SBE sub-contractors/partners or attach their annual small business contracting report (SF-295, Dept of Agriculture SBE report, etc.) Size standards, which define SBE status, are available at: <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/index.html>

Firm Name _____ **Bid#** _____

SBE STATUS (check one)

☐ **Our firm(s) meet(s) the qualification for SBE status as defined in the Small Business Administration size standards, or is certified by a government or third party entity.**

☐ **Our firm utilizes SBE subcontractors. (List SBE firms utilized)**

☐ **Our firm participates in a Federal agency small business utilization program. (Attach report)**

☐ **No SBE utilization.**

By signing below, bidders/proposers represent that this is an accurate representation of the SBE status or utilization for the firm(s) participating in this contract.

Representative _____

Title _____

Date _____

Telephone _____